

Resolution

Number 24-1491

Adopted Date November 05, 2024

HIRING MAGGIE LUCAS AS ADMINISTRATIVE SUPPORT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

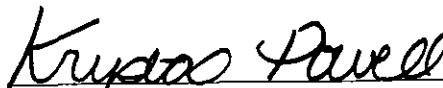
BE IT RESOLVED, to hire Maggie Lucas as Administrative Support, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #10, \$18.13 per hour, under the Warren County Job and Family Services compensation plan, effective November 18, 2024, subject a negative drug screen, background check and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
M. Lucas' Personnel file
OMB – Sue Spencer

Resolution

Number 24-1492

Adopted Date November 05, 2024

HIRING PAUL HICKS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to hire Paul Hicks as Custodial Worker I within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #7, \$16.55 per hour, effective November 25, 2024, subject to a negative drug screen and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
P. Hicks' Personnel file
OMB-Sue Spencer

Resolution

Number 24-1493

Adopted Date November 05, 2024

HIRING COREY HAMMOND AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

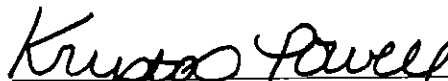
BE IT RESOLVED, to hire Corey Hammond within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$19.45 per hour, under the Warren County Job and Family Services compensation plan, effective November 12, 2024, subject a negative drug screen, background check, and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)
C. Hammond's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1494

Adopted Date November 05, 2024

APPROVING THE LATERAL TRANSFER OF AMANDA RAUH FROM INVESTIGATIVE CASEWORKER III TO SCREENER III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has requested the lateral transfer of Amanda Rauh from Investigative Caseworker III, pay grade 18 to Screener III, pay grade 18.

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Amanda Rauh from Investigative Caseworker III to Screener III within the Department of Job and Family Services, Children Services Division effective November 2, 2024.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
A. Rauh's Personnel File
OMB – Sue Spencer

Resolution

Number 24-1495

Adopted Date November 05, 2024

APPROVING THE RECLASSIFICATION OF SHELIA SPEAKS FROM PROTECTIVE SERVICES CASEWORKER II TO PROTECTIVE SERVICES CASEWORKER III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has indicated that Ms. Speaks is currently performing at a Caseworker III level with her past experience in child advocacy.

NOW THEREFORE BE IT RESOLVED, to reclassify Shelia Speaks to the position of Protective Services Caseworker III, non-exempt, pay range #18, \$24.87 per hour, effective pay period beginning November 2, 2024, and

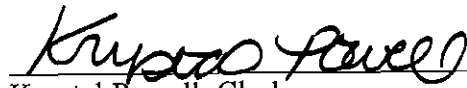
BE IT FURTHER RESOLVED, Ms. Speaks will not receive the typical three percent (3%) increase upon completion of her year probation as her wage reflects her experience.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
S. Speak's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1496

Adopted Date November 05, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR SARAH HULL WITHIN THE WARREN COUNTY GRANTS ADMINISTRATION

WHEREAS, Sarah Hull, Administrative Assistant, within the Warren County Grants Administration, has successfully completed a 365-day probationary period.

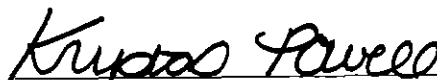
NOW THEREFORE BE IT RESOLVED, to approve Sarah Hull's completion of 365-day probationary period and a pay increase to rate of \$20.78 hourly, effective pay period beginning November 16, 2024.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OGA (file)
S. Hull's Personnel File
OMB – Sue Spencer

Resolution

Number 24-1497

Adopted Date November 05, 2024

ADVERTISING FOR ELECTRONIC SEALED BIDS FOR THE 2025 WATER TREATMENT CHEMICALS PROJECT

BE IT RESOLVED, to advertise for Electronic Sealed bids for the 2025 Water Treatment Chemicals Project; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of November 10, 2024; sealed bid package due to the County by 2:00 p.m., November 26, 2024; electronic sealed bids to begin December 9, 2024 @ 11:00 a.m.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

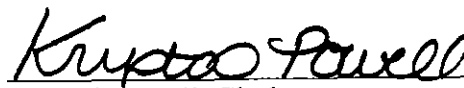
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KP\

cc: W/S (file)
OMB Bid file

Resolution

Number 24-1498

Adopted Date November 05, 2024

DECLARING AN EMERGENCY AND WAIVING COMPETITIVE BIDDING FOR THE IMMEDIATE REPLACEMENT OF THE WEST ENTRANCE AT THE COUNTY COURT BUILDING

WHEREAS, the County Court west entrance was damaged in a motor vehicle crash; and

WHEREAS, the entrance serves the building staff and is part of the secure perimeter of the Courthouse, and needs immediate replacement.

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of the entrance; and

BE IT FURTHER RESOLVED, to approve Purchase Order #24002402 to Ryan's All-Glass in the amount of \$6,975.00 for the replacement of the entrance.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Facilities Management (file)

Resolution

Number 24-1499

Adopted Date November 05, 2024

APPROVING CHANGE ORDER NO. 1 WITH DDK CONSTRUCTION, INC. FOR THE
MCCLURE ROAD BRIDGE REHABILITATION PROJECT

WHEREAS, pursuant to Resolution #24-0320, adopted March 5, 2024, this Board entered into a contract with DDK Construction, Inc. for the McClure Road Bridge Rehabilitation Project; and

WHEREAS, additional work must be performed in the completion of said project.

NOW THEREFORE BE IT RESOLVED, to approve Change Order No.1 with DDK Construction, Inc. increasing Purchase Order No. 24001448 by \$24,724.21 and creating a new contract price of \$532,254.71, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

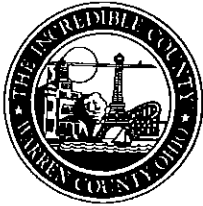
Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor _____
c/a—DDK Construction, Inc.
Engineer (file)



Warren County Engineer's Office

210 W Main St.
Lebanon, Ohio 45036
Phone: (513) 695-3301
Fax: (513) 695-7714

CHANGE ORDER

DATE: October 23, 2024

Change Order Number 1

Project Name: McClure Road Bridge #71-0.39 Rehabilitation Project

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
301	22.78	CY	Asphalt Concrete Base, (449)	\$ 500.00	\$ 11,390.00	
441	5.69	CY	Asphalt Concrete Surface Course, Type 1, (449)	\$ 500.00	\$ 2,834.21	
511	8	CY	Class QC2 Concrete, Superstructure	\$ 1,000.00	\$ 8,000.00	
606	100	FT	Guardrail, Type 5	\$ 25.00	\$ 2,500.00	
Sums of the ADDITIONS and DELETIONS					\$ 24,724.21	
TOTAL FOR THIS CHANGE ORDER						\$24,724.21

Original contract price \$507,530.50

Current contract price adjusted by previous change orders \$ 507,530.50

The Contract price due to this change order will be increased/decreased (circle one).

The New contract price including this change order will be \$ 532,254.71

The contract time will be increased by 0 calendar days.

The date for completion of work will be 12 weeks after the notice to proceed has been issued and a preconstruction meeting has been held.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Tom Schlicht 10-25-24
Contractor's Signature Date

Vice President
Title

Recommended By:
Neil F. Turism 10/25/24
Warren County Engineer Date

* [Signature] 11-5-24
Warren County Commissioner Date

Roy Co. Hamm 10/25/24
Bridge Engineer Date

* [Signature]
Warren County Commissioner Date

* [Signature] 11-5-24
Warren County Commissioner Date

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-1500

Adopted Date November 05, 2024

APPROVING AND AUTHORIZING THE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH FAMILY PROMISE OF WARREN COUNTY RELATIVE TO THE FY 2024 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President of this Board to enter into a Cooperation Agreement with Family Promise of Warren County relative to the FY 2024 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said agreement to be effective upon execution.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sh

cc: c/a – Family Promise of Warren County
OGA (File)
Family Promise of Warren County

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this _____ day of _____, 2024, by and between the Family Promise of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 5 day of November, 2024 (hereinafter referred to as "FP"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 24-1500, adopted by its Board of County Commissioners on the 5 day of November, 2024 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the FP for calendar year 2025, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2024 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, FP has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

I. PERMISSION TO CARRY OUT PROJECT

FP grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, FP shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by FP throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$63,000 of their allocation from the FY 2024 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to FP by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) FP shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, FP and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by FP.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by FP;
- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent

change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by FP.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2024 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for FP.

V. CONTINUED OWNERSHIP AND MAINTENANCE

FP agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

FP agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. FP shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

FP shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII PROJECT REPRESENTATIVES

The County and FP shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project

and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager
Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

Family Promise
of Warren County: Linda Raybolt
203 East Warren Street
Lebanon, OH 45036

IX. FAMILY PROMISE OF WARREN COUNTY PARTICIPATION

FP, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and FP, the County shall have final authority in project administration.

FP Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting FP's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful

review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of FP to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

X. OTHER LAWS AND REGULATIONS

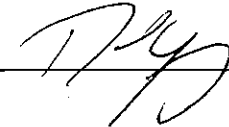
Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, FP agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

FP hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of FP's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, FP and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS

_____*_____ 

ATTEST:

FAMILY PROMISE OF WARREN COUNTY

_____ Sinda A. Rebut - ED

Approved as to form:


Kathryn Horvath, Assistant County Prosecutor

Resolution

Number 24-1501

Adopted Date November 05, 2024

ENTERING INTO A COOPERATION AGREEMENT WITH SAFE ON MAIN, INC RELATIVE TO THE FY 2024 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to enter into a cooperation agreement with Safe on Main, Inc. relative to the FY 2024 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said agreement to be effective upon execution.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sh

cc: c/a – Safe on Main
OGA (File)
Safe on Main, FKN ARCS

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this _____ day of _____, 2024, by and between Safe On Main, Inc, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 5 day of November, 2024 (hereinafter referred to as "SOM"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 24-1501, adopted by its Board of County Commissioners on the 5 day of November, 2024 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the SOM for calendar year 2025, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2024 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, SOM has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

I. PERMISSION TO CARRY OUT PROJECT

SOM grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, SOM shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by SOM throughout the course of this CDBG Program as well as after Project completion.

change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by SOM.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2024 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for SOM.

V. CONTINUED OWNERSHIP AND MAINTENANCE

SOM agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

SOM agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. SOM shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

SOM shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII. PROJECT REPRESENTATIVES

The County and SOM shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project

Resolution

Number 24-1502

Adopted Date November 05, 2024

DESIGNATING HOUSEHOLDS WITH CHILDREN AGES 0-5 A CLASS OF BENEFICIARIES THAT SUFFERED A NEGATIVE ECONOMIC IMPACT OF COVID-19 AND ENTERING INTO A SUBRECIPIENT AGREEMENT WITH WARREN COUNTY FOUNDATION RELATIVE TO THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS, this Board may disburse American Rescue Plan Act-Coronavirus State and Local Fiscal Recovery Funds [hereinafter ARPA SLFRF] to respond to the public health emergency or its negative economic impacts, which may include providing equipment related to the provision of early learning services to households per 31 CFR 35.6(b)(3)(ii)(A)(9); and

WHEREAS, this Board has reviewed data from the Ohio Department of Education [attached below and incorporated to this Resolution as if fully re-written herein] that establishes that kindergarten readiness suffered in Warren County in every school district during the COVID-19 pandemic; during the relevant time period the overwhelming majority of students that were not on track as kindergarten entrants increased throughout Warren County due to a lack of access to early childhood learning services as childcare providers were not operational or families avoided congregate settings for their children;

WHEREAS, the Warren County Imagination Library is a program operated by various community stakeholders, with the Warren County Foundation as its fiscal agent, that provides books monthly to all children ages 0-5 residing in Warren County, Ohio, and is therefore a service that responds to the harm or impact described above, and therefore is eligible to receive subaward of ARPA SLFRF dollars per 31 CFR 35.6(b)(1)(i).

BE IT RESOLVED, to designate households in Warren County with a child or children ages 0-5 as a class of beneficiaries that experienced a negative economic impact of COVID-19 by way of lack of access to early learning services and equipment, and

BE IT FURTHER RESOLVED, to identify the Warren County Imagination Library as a program or service that directly addresses the negative economic impact and harm suffered by the above-defined class of beneficiaries by providing early learning services and equipment to this class of beneficiaries, and

BE IT FURTHER RESOLVED, to enter into an ARPA SLFRF Subrecipient Agreement, attached hereto and made a part hereof, with The Warren County Foundation, the fiscal agent of the Warren County Imagination Library for the purposes of providing early learning equipment, namely age-appropriate books, to the class of beneficiaries defined as households with children ages 0-5 that suffered the negative effect of the pandemic.

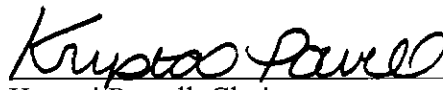
RESOLUTION #24-1502
NOVEMBER 05, 2024
PAGE 2

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads "Krystal Powell". The signature is written in black ink and is positioned above a horizontal line.

Krystal Powell, Clerk

/sm

cc: c/a—Warren County Foundation
OGA (File)

**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS SUBRECIPIENT GRANT AGREEMENT BETWEEN THE
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS AND THE WARREN
COUNTY FOUNDATION FOR WARREN COUNTY IMAGINATION LIBRARY
PROGRAMMING**

THIS SUBRECIPIENT GRANT AGREEMENT is made as of the date of the last signature below by and between the Board of County Commissioners of Warren County, Ohio (the “County”), with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and the Warren County Foundation (the “Grantee”), an Ohio corporation for non-profit, with its principal place of business located at 118 East Main Street, Lebanon, Ohio 45036.

RECITALS:

WHEREAS, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “ARPA SLFRF”); and

WHEREAS, ARPA SLFRF funds received by the County may be used to respond to the public health emergency or its negative economic impacts, including assistance to households; and

WHEREAS, the County in its Resolution No. _____ dated, November 4, 2024, determined that households within Warren County, Ohio with children ages 0-5 are a class of beneficiaries that suffered a negative economic impact of the COVID-19 pandemic in that this class of beneficiaries failed to have access to early learning services, and/or failed to benefit from the minimal early learning services available during the COVID-19 state of emergency; and

WHEREAS, the County seeks to make expenditures to respond directly to the COVID-19 public health emergency, including addressing the above stated harm or impact by providing equipment related to the provision of early learning services and equipment to households per 31 CFR Part 35.6(b)(3)(ii)(A)(9); and,

WHEREAS, County has identified Grantee as a subrecipient that can provide early learning services to this above-mentioned class of beneficiaries as Grantee is the fiscal agent for the Warren County Imagination Library, a program that provides books to households with

children aged 0-5 every month to ensure these children have access to early learning services and achieve kindergarten-readiness.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, the County and Grantee [collectively referred to as “the parties”] agree as follows:

SECTION 1 PURPOSE.

The parties hereby agree that the U.S. Department of Treasury’s Final Rule [31 CFR Part 35] effective April 1, 2022 [hereinafter “Final Rule”] identifies eligible uses of ARPA funds for responding to the negative economic impacts of the public health emergency including assistance to households and individuals. Such assistance may include the provision of early learning services and equipment to households per 31 CFR Part 35.6(b)(3)(ii)(A)(9).

The parties hereby agree that the Grantee’s Imagination Library program serves the above-defined class of beneficiaries identified by the County as experiencing negative economic impacts by way of lack of access to early learning services and equipment. The parties hereby agree the relevant Expenditure Category (EC) under the U.S. Department of Treasury Compliance and Reporting Guidance is “EC-2.14 – Healthy Childhood Environments: Early Learning.”

The County agrees to pay to the Grantee an amount of three-hundred and forty thousand dollars (**\$340,000.00**) for the purpose of carrying out the Imagination Library program. Funds not used by the Grantee for the program shall be returned to the County as set forth herein. Grantee shall not use any grant funds for any purpose other than to purchase age-appropriate books for children aged 0-5 in Warren County households and reasonable and directly allocable administrative costs not to exceed 12.5% of the total subaward. Under no circumstances shall any funds be used for any purpose not defined as an eligible use under this agreement or the Final Rule.

Section 1.2 ADDITIONAL PROHIBITED USES: Per the terms of the Final Rule, Grantee is specifically prohibited from using the awarded funds as follows: to deposit into a pension fund; to offset a reduction in net tax revenue caused by a change in law, regulation, or administration interpretation; for non-Federal match where prohibited; to directly service debt; satisfy a judgment or settlement; nor to contribute to a rainy day fund, investment fund, or reserve fund; nor shall the

grant be used for any project that conflicts with or contravenes the purposes of ARPA SLFRF.

SECTION 2 TERMINATION; RECOUPMENT.

Upon the breach of any term of this agreement by the Grantee, or upon mismanagement of the grant funds or any misfeasance or malfeasance by the Grantee, either which shall be determined in the County's sole discretion, the County has the right to terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the Grantee from the County that has not been expended; temporarily withhold cash payments pending correction of deficiency by the Grantee; or take all other actions available under Ohio law. This agreement shall terminate upon the completion of the program. The Grantee shall expend all subaward funds by December 31, 2026, and all grant funds that have not been expended by the Grantee by that date shall be repaid by the Grantee to the County immediately.

SECTION 3 DISSOLUTION.

If for any reason, the Grantee is ever dissolved, the County has the absolute right to receive repayment by the Grantee of all grant monies disbursed to it by the County remaining in the Grantee's possession or control, including, but not limited to, the grant monies disbursed under this agreement.

SECTION 4 NON-DISCRIMINATION.

The Grantee, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this agreement by reason of race, color, sex, age, religion, national origin (including limited English proficiency), ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, in accordance with the following authorities:

Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

SECTION 5 WORKERS' COMPENSATION.

The Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.

The Grantee must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this agreement. Grantee certifies that it has reviewed the statutory terms of ARPA SLFRF and the Final Rule and warrants that the expenditures made in relation to this agreement comply with the rules and guidance of the United States Department of Treasury. The Chief Executive and Fiscal Officer of the Grantee indicate that they have provided sufficient documentation to demonstrate that the expenditures comply, and any findings of recovery by the Department of Treasury, the Ohio Auditor of State or any other auditing agency authorized under ARPA will be held against the Grantee officials and not Warren County.

SECTION 7 REPORTS AND RECORDS.

This is a subaward of ARPA SLFRF funds, any and all compliance and reporting requirements for expenditures under the Final Rule and the U.S. Department of Treasury Compliance and Reporting Guidance must apply to Grantee's expenditures of this subaward. The County must monitor the Grantee to ensure compliance with this subaward of ARPA SLFRF funds. The Grantee agrees to maintain and provide to the County upon demand and in accordance with Attachment A, the following reports and records:

- Accounting and fiscal records adequate to allow the County, Federal Government, and/or State of Ohio to audit and verify that the funds provided under this agreement are used for the purpose(s) stated in this agreement.
- **Project and Expenditure Report** to enable the County to comply with local, state, and federal statutes and regulations, as described in Attachment A.
- The Grantee shall maintain all financial records and supporting documents related to the grant award until December 31, 2031. This includes those records which demonstrate the award funds were used for eligible purposes in accordance with this agreement, ARPA

SLFRF, and the Final Rule, and the Treasury's other guidance on eligible uses of the funds. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the Grantee shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.

- Performance reports which include information regarding actual accomplishments established during the grant period and other pertinent information.

The County shall have the right of access to any pertinent book, document, paper or other records of the Grantee which are pertinent to grant in order to make audits or examinations.

SECTION 8 FEDERAL, STATE AND LOCAL LAWS.

The Grantee agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this agreement. Additionally, Grantee agrees that it will spend all grant funds received under this agreement in accordance with the Final Rule. Grantee agrees to follow the Federal Procurement Guidelines where applicable and as set forth in Attachment B, which are agreed upon and incorporated as if fully re-written herein.

Section 8.2 Audit.

Grantee acknowledges as a subrecipient of ARPA SLFRF funds it may be subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F requiring audit requirements if it expends more than \$750,000.00 of sub-awarded funds. It shall be the Grantee's sole responsibility to comply with audit requirements, if applicable. The records of Grantee shall be available for review or audit by appropriate officials of the Federal agency, the County, and the Government Accountability Office.

SECTION 9 RELATIONSHIP OF THE PARTIES.

Nothing contained in this agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain a SUB-RECIPIENT with respect to its performance under this agreement.

SECTION 10 SUCCESSORS AND ASSIGNMENT.

The County and the Grantee each binds itself and its successors, executors, administrators, and

assigns to the terms, conditions, and covenants of this agreement. Neither the County nor the Grantee shall assign or transfer its rights, interests, duties, or obligations under this agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 11 NOTICES.

Any notice required or permitted under this agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 12 LAW OF OHIO.

This agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this agreement shall be brought solely and exclusively in the Warren County, Ohio Court of Common Pleas.

SECTION 13 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This agreement shall not be modified except in writing signed by both parties. In the event any provision of this agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the agreement which shall be severable.

SECTION 14 PUBLIC RECOGNITION AND COUNTY SUPPORT.

The Grantee shall recognize the County on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the County shall be included on any and all mailing distributions.

(End of text. Execution on the following page.)

The parties hereunto have caused this agreement to be executed on the date of the last signature below.

Warren County Foundation

(GRANTEE/Subrecipient),

By: _____

Printed Name _____

Title: _____

Date: _____

**Warren County
Board of Commissioners,**

*  _____
By:

Printed Name: David G. Young

Title: President

Date: 11-5-24

Resolution No. 24-1502

Approved as to Form,

 _____
Adam M. Nice, Assistant Prosecutor

ATTACHMENT A

COMPLIANCE AND REPORTING REQUIREMENTS

- I.** Eligible services to be provided by the Warren County Foundation [Grantee] are limited to early education supplies for children ages 0-5 for children residing in Warren County, Ohio
- II.** Competitive Procurement Required
- a.** Anything to be purchased including but not limited to any product, structure, improvement, maintenance, repair, or service with the awarded grant dollars shall comply with the Federal Procurement guidelines as set forth in Attachment B.
- III.** Subrecipient Reporting Requirements of Grantee
- a.** Grantee shall provide **Quarterly Project and Expenditure Reports** to County **seven (7) days from quarter end.** The table below summarizes the quarterly report timelines:

<u>Report</u>	<u>Year</u>	<u>Quarter</u>	<u>Period Covered</u>
1	2024	4	October 1 – December 31
2	2025	1	January 1 – March 31
3	2025	2	April 1 – June 30
4	2025	3	July 1 – September 30
5	2025	4	October 1 – December 31
6	2026	1	January 1 – March 31
7	2026	2	April 1 – June 30
8	2026	3	July 1 – September 30
9	2026	4	October 1 – December 31

- b.** Grantee shall provide the following information to County in its **Project and Expenditure Reports**
- i. Projects – Identify project name, identification number, project expenditure category, brief description, and status of completion. Your project description must have sufficient detail to provide an understanding of the major activities that will occur and shall be between 50 to 250 words. Projects should be defined to include only closely related activities directed toward a common purpose. Note the expenditure category as “EC-2.14 – Healthy Childhood Environments: Early Learning.”
 - ii. Expenditures – Identify the following: current period obligation; cumulative obligation; current period expenditure; and cumulative expenditure. Grantee shall provide to County all copies of receipts of expenditures.
 - iii. Project Status – Identify whether the project meets one of four statuses: 1.) Not Started; 2.) Completed less than 50%; 3.) Completed 50% or more; or, 4.) Completed.
 - iv. Program Income – Grantee shall report the amounts of any program income earned and expended to cover eligible projects costs, if applicable.
 - v. Project Budget – provide the budget adopted for this project

- vi. Project Demographic Distribution – Grantee must explain what Impacted and/or Disproportionately Impacted population this project primarily serves. Specific to this subaward it is a class of beneficiaries or households that determined by the County to have experienced a negative economic impact of the pandemic, namely, households in Warren County, Ohio, with children aged 0-5 lacking access to early education services and equipment.
- vii. Executive Compensation – Grantee must report the names and total compensation of its five most highly compensated executives for the preceding completed fiscal year **if** (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) **if the information is not otherwise public.**
- viii. Civil Rights Compliance – Annually Grantee must provide a narrative describing its compliance with Title VI of the Civil Rights Act of 1964.
- ix. Required Programmatic Data – Grantee shall provide a brief description of the following:
 - 1. structure and objective of the assistance provided, and a brief description of how the response is related and reasonably proportional to the negative economic impact of COVID 19;
 - 2. List of School Districts that children served attend, note, this should be all school districts in Warren County.
 - 3. The dollar amount of the total project spending that is allocated towards evidence-based interventions, and indicate whether a program evaluation of the project is being conducted
 - 4. The number of children served by early learning services

[End of Compliance and Reporting Requirements. “Attachment B” Federal Procurement Guidelines Policy” to follow]

[The remainder of this page is left intentionally blank.]

8/16/2024

Warren County Kindergarten Entrants

"Not on Track"

Ohio Department of Education

District	School Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Carlisle Local	36.4%	28.6%	15.8%	37.2%	41.4%	34.8%	59.6%	61.1%	63.6%	
Franklin City	44.0%	49.3%	60.3%	49.4%	50.5%	65.9%	67.6%	66.5%	64.8%	
Kings Local	37.7%	29.3%	33.9%	29.2%	27.3%	34.7%	46.5%	40.0%	44.3%	
Lebanon City	32.6%	28.7%	33.0%	29.4%	34.3%	36.5%	37.8%	49.7%	56.0%	
Little Miami Local	18.5%	24.1%	8.4%	23.7%	31.6%	32.9%	43.0%	47.6%	54.0%	
Mason City	18.2%	21.1%	23.0%	18.7%	18.4%	16.2%	20.0%	19.5%	34.3%	
Springboro	17.1%	16.7%	17.6%	13.8%	23.4%	22.7%	26.4%	16.1%	41.5%	
Wayne Local	29.2%	27.4%	34.0%	37.2%	35.7%	32.0%	32.7%	45.0%	40.0%	

Kindergarten Readiness Assessment Revised										
School Year 2022-2023				Percentage of Students ²					Average Scores ³	
District IRN	District Name	County	Region	Overall Score			Language & Literacy		Overall Score	Language & Literacy
				Demonstrating (270-298)	Approaching (258-269)	Emerging (202-257)	On-Track (263-298)	Not On-Track (202-262)		
044008	Franklin City	Warren	Region 13	23.6%	35.6%	40.7%	35.2%	64.8%	260.7	259.1
050419	Carlisle Local	Warren	Region 13	25.4%	38.1%	36.4%	36.4%	63.6%	261.2	259.8
044214	Lebanon City	Warren	Region 13	34.4%	30.8%	34.7%	44.0%	56.0%	263.5	263.2
050443	Little Miami Local	Warren	Region 13	46.0%	32.4%	21.6%	46.0%	54.0%	267.7	263.9
050435	Kings Local	Warren	Region 13	45.9%	30.6%	23.6%	55.7%	44.3%	268.4	266.2
050427	Springboro Community City	Warren	Region 13	57.1%	28.8%	14.1%	58.5%	41.5%	271.6	267.3
050468	Wayne Local	Warren	Region 13	44.2%	43.2%	12.6%	60.0%	40.0%	270.4	268.6
050450	Mason City	Warren	Region 13	55.2%	28.9%	15.9%	65.7%	34.3%	271.1	268.2

Kindergarten Readiness Assessment Revised
 School Year 2020-2021
 By Public School Building

District IRN	District Name	Building IRN	Building Name	County	Region	Percentage of Students 2					Average Scores 3	
						Overall Score			Language & Literacy		Overall Score	Language & Literacy
						Demons- trating (270-298)	Approac- ing (258-269)	Strength (202-257)	On-Trac- k (263-268)	On-Trac- k (263-268)		
050419	Carlisle Local	004929	Carlisle Primary Elementary School	Warren	Region 13	24.2%	40.4%	35.4%	40.4%	59.6%	261	261.5
044008	Franklin City	042820	Hampton Bennett Early Childhood Center	Warren	Region 13	17.9%	33.5%	48.6%	32.4%	67.6%	258.2	257.6
050435	Kings Local	017541	J F Burns Elementary School	Warren	Region 13	49.2%	25.7%	25.1%	49.7%	50.3%	268.5	264.3
050435	Kings Local	019083	Kings Mills Elementary School	Warren	Region 13	57.4%	27.9%	14.7%	60.3%	39.7%	271.6	268
050435	Kings Local	033217	South Lebanon Elementary School	Warren	Region 13	56.1%	26.8%	17.1%	56.1%	43.9%	271.8	268.6
044214	Lebanon City	000491	Bowman Primary School	Warren	Region 13	44.5%	34.8%	20.7%	62.2%	37.8%	268.3	268.8
050443	Little Miami Local	009927	Little Miami Primary School	Warren	Region 13	50.6%	30.8%	18.6%	57.0%	43.0%	269.3	266.8
050450	Mason City	121871	Mason Early Childhood Center Elementary Sc	Warren	Region 13	67.0%	24.2%	8.8%	80.0%	20.0%	275.6	276.2
050427	Springboro Community City	006577	Clearcreek Elementary School	Warren	Region 13	67.8%	26.4%	5.7%	73.6%	26.4%	275.7	273.4
050468	Wayne Local	039925	Waynesville Elementary School	Warren	Region 13	65.4%	29.9%	4.7%	67.3%	32.7%	273.1	268.2

Notes:

- 2- Only students with valid test scores are included in the percentage of students in both the numerator and denominator.
- 3- Average score of the valid scores reported.

Kindergarten Readiness Assessment Revised
 School Year 2021-2022
 By Public School Building

District IRN	District Name	Building IRN	Building Name	County	Region	Percentage of Students 2										Average Scores 3	
						Overall Score					Language & Literacy					Overall Score	Language & Literacy
						Dem	onstr	ating	2001	2002	2003	2004	2005	2006	2007		
050419	Carlisle Local	004929	Carlisle Primary Elementary School	Warren	Region 13	23.0%	48.7%	28.3%	38.9%	61.1%	263.2	262					
044008	Franklin City	000802	Anthony Wayne Elementary School	Warren	Region 13	8.7%	34.8%	56.5%	21.7%	78.3%	254	253.4					
044008	Franklin City	013276	George H Gerke Elementary School	Warren	Region 13	15.2%	32.6%	52.2%	26.1%	73.9%	257	256.4					
044008	Franklin City	017129	Hunter Elementary School	Warren	Region 13	37.5%	29.2%	33.3%	54.2%	45.8%	265.3	264.8					
044008	Franklin City	029595	Pennyroyal Elementary School	Warren	Region 13	4.5%	36.4%	59.1%	27.3%	72.7%	255.8	256.5					
044008	Franklin City	041327	William C Schenck Elementary School	Warren	Region 13	22.0%	31.7%	46.3%	34.1%	65.9%	259.2	257.7					
050435	Kings Local	017541	J F Burns Elementary School	Warren	Region 13	54.1%	25.0%	20.9%	59.5%	40.5%	270.8	268.1					
050435	Kings Local	019083	Kings Mills Elementary School	Warren	Region 13	45.5%	40.6%	13.9%	59.4%	40.6%	269.1	266					
050435	Kings Local	033217	South Lebanon Elementary School	Warren	Region 13	50.5%	32.4%	17.1%	61.3%	38.7%	270.7	269.3					
044214	Lebanon City	000491	Bowman Primary School	Warren	Region 13	37.7%	35.5%	26.8%	50.3%	49.7%	266.5	266.7					
050443	Little Miami Local	019447	Little Miami Early Childhood Center	Warren	Region 13	46.3%	33.7%	20.1%	52.4%	47.6%	268.1	265.8					
050450	Mason City	121871	Mason Early Childhood Center Elementary School	Warren	Region 13	71.7%	20.6%	7.7%	80.5%	19.5%	277.1	275.4					
050427	Springboro Community City	006577	Clearcreek Elementary School	Warren	Region 13	73.7%	18.8%	7.5%	83.9%	16.1%	278	276.8					
050468	Wayne Local	039925	Waynesville Elementary School	Warren	Region 13	40.0%	43.0%	17.0%	55.0%	45.0%	267.9	266.9					

ATTACHMENT B
Uniform Guidance Procurement Policy
American Rescue Plan Act Funds

I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

II. Policy

- A. Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with ARPA funds.

The requirements of this Policy also apply to any subrecipient of the funds.

All ARPA-funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance or "UG") codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. All applicable local, state, and federal procurement requirements will be followed when expending federal funds. Should the state of Ohio have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract in compliance with state and federal law.
- D. No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. Contract Requirements.** All contracts paid for in whole or in part with ARPA funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R. Part 200, Appendix II. (See Article VII).
- F. Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

- G. Settlement of Issues Arising Out of Purchase.** Grantee is responsible for the settlement of all contractual and administrative issues arising out of procurements and shall use good administrative practices and sound business judgment.

III. General Procurement Standards and Procedures

- A. Necessity – Avoid Duplicative Items.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items.
- B. Use of Federal Excess and Surplus Property.** Best practice is to consider use of federal excess and surplus property prior to buying new items when feasible and less expensive.
- C. Use of Intergovernmental Agreements and Cooperative Purchasing.** Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- D. Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- E. Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- F. Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- G. Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a “Not to Exceed” amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- H. Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.

- I. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- J. Minority Businesses, Women's Business.** Steps to be taken to comply with federal requirements to ensure that minority and women owned businesses and enterprises (M/WBE) are used when possible, include, but are not limited to:
- a. Placing qualified M/WBE on solicitation lists;
 - b. Assuring M/WBE are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses and M/WBE;
 - d. Establishing delivery schedules, when feasible, to encourage M/WBE participation;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- K. Documentation.** Documentation detailing history of procurement must be maintained, including the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract.
- L. Cost and Price Analysis.** A cost or price analysis is required all procurements exceeding \$250,000. A cost analysis requires evaluating the separate cost elements, including profit, and a price analysis requires evaluation of total price. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- Profit is to be negotiated as a separate element in the cost analysis. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work
- M. Contract Requirements.** All contracts must be written and incorporating the provisions referenced in Section II.E of this Policy.
- N. Contractor Oversight.** Oversight of the contractor is required to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- O. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing

for “or equal” products, or other unnecessary requirements that have the effect of restricting competition.

P. Geographic Preference. No contract shall be awarded on the basis of a geographic preference unless permitted by the UG.

Q. Property. 2 C.F.R. 200.311-316 will be followed for the acquisition and disposition of real property and equipment purchased with ARPA funds.

R. Domestic Preference. Will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

IV. Specific Procurement Procedures: Purchase Contracts and Service Contracts (except for Architect/Engineer professional Services)

A. Micro-purchase: Less than \$10,000 (or up to \$50,000 if Grantee self-certified a higher threshold pursuant to pursuant 2 C.F.R. 320(a)(1)(iv) with the exception of maintenance or road repair contracts, which have a threshold of \$45,000) shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)(1)) or comparable Ohio law, whichever is more restrictive:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. Small Purchases: \$10,000 (unless self-certified to higher micro purchase threshold but **less than \$250,000**; shall be procured using the UG “small purchase” procedure (2 C.F.R. § 200.320(a)(2)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources;
2. Cost or price analysis is not required;
3. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible);
4. Award the contract to the lowest responsive qualified source.

C. Large Contracts – Sealed Bid: exceeds \$250,000 shall be procured using a “sealed bid” procedure or competitive proposal method. Sealed bid (2 C.F.R. § 200.320(b)(1)) will be used for publicly solicited for a firm fixed-price contract; preferred method for procuring construction.

Conditions for Sealed Bid:

1. Cost or price analysis conducted prior to bidding;
2. A complete, adequate, and realistic specification or purchase description is available;
3. Two or more responsible bidders are willing and able to compete effectively for the business; and
4. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

Procedures:

1. Complete specifications must be made available to all bidders.
2. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids.
 - a. The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
3. All bids will be opened at the time and place prescribed in the invitation for bids, and must be opened publicly;
4. Awarded in writing to lowest responsive and responsible bidder.
 - a. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
5. Any or all bids may be rejected if there is a sound documented reason.

D. Large Contracts – Competitive Proposal: exceeds \$250,000 “competitive proposal” procedure (2 C.F.R. § 200.320(b)(2)) will be used for a fixed-price or cost-reimbursement type contract is awarded. Generally used when conditions for sealed bid are not appropriate.

1. Request for proposal (RFP) will be publicized;
2. RFP will identify all evaluation factors and their relative importance;
3. RFP will be solicited from an adequate number of qualified offerors;
4. Any response to RFP will be considered to the maximum extent practical;
5. Will evaluate RFPs based upon written method for conducting technical evaluations of RFP’s received; and
6. Contract will be awarded to most responsible bidder whose RFP is most advantageous, which price and other factors identified in RFP.

V. Specific Procurement Procedures: Contracts for Architectural and Engineering Services

A. Micro-threshold: Contracts less \$50,000 may be selected through the “direct selection” process available in R.C. 153.71:

1. Select a most qualified single design professional or firm from those who have submitted statement of qualifications in the preceding year; and
2. Negotiate contract to include fair and reasonable fee agreement.

B. Small Contracts: Contracts more than \$50,000 and less than \$250,000 shall follow Ohio’s Qualifications-Based Selection (QBS) policy, as set forth in R.C. 153.65-153.73:

1. Publicize Requests for Qualifications (RFQ) which is to include:
 - a. Description of project sufficiently detailed to allow for adequate RFQ;
 - b. Project budget and anticipated funding;
 - c. Anticipated project schedule;
 - d. Specific services to be provided by the architect or engineer;
 - e. Deadline; and
 - f. Cannot require RFQ to include fee or estimate.

2. Evaluate the statements of qualifications submitted by interested engineers and architects and – using a specific set of scoring criteria – rank them in order of their qualifications for the project at hand; and
3. Negotiate a contract, including scope of services and fee, with the most highly ranked professional:
 - a. If unable to negotiate a contract with the most highly ranked, notify said firm in writing of termination and begin negotiations with the next most highly ranked.

C. Large contracts: Contracts more than \$250,000 shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(b)(2)(iv)) as follows:

1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms;
 - a. Price (other than unit cost) shall not be solicited in the RFQ.
 - b. Geographical location may be selection criteria (2 C.F.R. 200.319(c)).
2. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ;
3. Proposals must be solicited from an “adequate number of qualified sources”;
4. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm;
5. Consider all responses to the publicized RFQ to the maximum extent practical;
6. Evaluate qualifications of respondents and select the most qualified firm;
7. Once a firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, repeat negotiations with the second-best qualified firm;
8. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

Limitations:

1. Competitive proposal method for selecting A/E services can only be used for architectural and engineering professional services
2. Cannot be used for other services even if those services can be performed by architectural and engineering firms (such as general consulting services)

VI. Noncompetitive Proposals

Procurement by noncompetitive proposals for purchases over the micro-purchase threshold are permitted only when one or more of the following apply:

- A. Sole Source.** Item is available from only one source. The justification for and lack of available competition for the item shall be documented.
- B. Emergency.** Sole source procurement permitted when there is a public emergency, which exists when the time required to act in accordance with regular procurement procedures would endanger life or property.

- C. Inadequate Competition.** When competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

VII. Conflicts of Interest

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with ARPA funds. This policy also applies to any subrecipient of the funds.

The employee or body responsible for managing the ARPA funds shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

A. Agency Conflicts of Interest. In addition to the prohibition against self-benefiting from a public contract under R.C. 2921.42 and 2921.43, no officer, employee, or agent of the Grantee may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

B. Agency Gifts. In addition to the prohibition against accepting gifts and favors from vendors and contractors prohibited by Ohio Ethics Law, officers, employees, and agents of the Grantee are prohibited from accepting or soliciting gifts, gratuities, favors,

or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value, valued at less than \$25, which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

- C. Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- D. Violations.** Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

VIII. Contract Requirements Pursuant to Part 200, Appx II

- A. Remedy provisions** – *applies to all contracts exceeding \$250,000.* Contract must address administrative, legal, and legal remedies in the event a contractor breaches the terms of the contract.
- B. Termination Clause** – *applies to all contracts exceeding \$10,000.* Contract must contain termination clause, including the manner in which it will be effected.
- C. Equal Employment Opportunity** – *applies to all construction contracts.* Contractor must agree to comply with all provisions set forth in 41 C.F.R. Part 60-1.4(b), including, but not limited to:

Prohibiting discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

- D. Contract Work Hours and Safety Standards Act** - *applies to contracts in excess of \$100,000 that involve the employment of mechanics or laborers.* Contractor must comply with the Act (40 USC 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR Part 5). The Act requires, in part:
1. Computation of the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

2. Work in excess of the 40-hour work week for compensation at rate of not less than one and a half times the basic rate.
3. Prohibition of work in conditions which are unsanitary, hazardous or dangerous.

Note: Act not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- E. Rights to Inventions Made Under a Contract or Agreement** - *applies to contracts with small businesses or nonprofits for the performance of experimental, developmental or research work.* Contract must incorporate patent rights clause at 37 CFR 401.14 by reference.
- F. Clean Air Act and the Federal Water Pollution Control Act** - *applies to contracts exceeding \$150,000.* Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Debarment** – *applies to all contracts.* No contract shall be awarded to a contractor included on the Ohio or Federal debarred bidder's list.
- H. Byrd Anti-Lobbying Amendment** - *applies to contracts exceeding \$100,000.* Contractors must file the required certification:
1. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.
 2. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 3. In this context, "tier" references the awarding agency, as well as contractors and any subcontractors.
- I. Recovered Materials** – *applies to purchases of items which cost \$10,000 or more during the course of a fiscal year.* Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, specifically the guidelines set forth in 40 CFR part 247.¹
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

¹ See <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Domestic Preference – *applies to all contracts.* As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services – *applies to all contracts.* Consistent with Public Law 115-232, Section 889, Contractors are prohibited from obligating or expending funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Covered Telecommunications Equipment and Service Under this Provision:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by:
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
 - a. Hytera Communications Corporation;
 - b. Hangzhou Hikvision Digital Technology Company; or
 - c. Dahua Technology Company (or any subsidiary or affiliate of such entities).
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense . . . reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Resolution

Number 24-1503

Adopted Date November 05, 2024

APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH VALLEY TRANSPORT, LLC

WHEREAS, pursuant to Resolution #23-1665, adopted December 12, 2023, this Board entered into contract with Valley Transport, LLC for the operation of Warren County Transit Service; and

WHEREAS, the County desires to amend the contract to extend its duration and level of funding; and

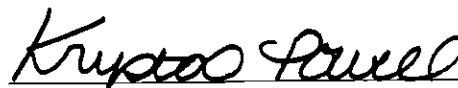
NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 with Valley Transport, LLC for the period of January 1, 2025 to December 31, 2025; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sh

cc: c/a – Valley Transport, LLC
OGA (file)
Transit (file)

**AMENDMENT #1
TO CONTRACT FOR
TRANSPORTATION SERVICES**

Amendment to the contract dated December 12, 2023 Resolution #23-1665, for the operation of the Warren County Transit System (WCTS):

By and between the County:

Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

and the Service Provider:

Valley Transport, LLC
4428 North Dixie Drive
Dayton, OH 45414

Amend **SECTION 5. LEVEL OF FUNDING** to read as follows:

The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$1,400,000.00 for gross operations and administrative costs. The not-to-exceed amount may be exceeded with prior written approval of County. Service Provider shall not be required to provide service if no funding is available.

It is understood that funding provided to the Service Provider by the County is contingent upon a sufficient level of funding being available to the County through FTA and ODOT. Should, at any time, sufficient Federal and/or State funds not be available to the County for the operations of rural public transportation services, the County may suspend or terminate the Project and cancel this contract as stipulated in Section 28 TERMINATION. In the event the Agreement is terminated by County, Service Provider shall be paid for services provided through the date of termination.

Amend **SECTION 7. COMPENSATION** to read as follows:

The Service Provider shall submit properly documented invoices, not more than once a month based on vehicle hours of service. The vehicle hourly rate shall be \$42.00, not to exceed 33,333 vehicle hours. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. Service Provider may cease to provide services under this Agreement should County fail to compensate Service Provider for services rendered. The provisions of the preceding paragraph shall apply to compensation owed to Service Provider.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

PAYMENT TERMS. County shall pay Service Provider within 30 days of receipt of Service Provider's invoice.


DISPUTED INVOICES. In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Service Provider's invoice.

DISPUTE RESOLUTION. Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 (below).

This Amendment agreed to by:

Warren County Board of Commissioners

Valley Transport, LLC

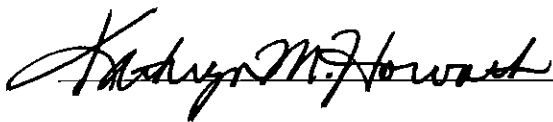
* _____



Anirudh Mohan, CFO

Date 11-5-24

Date 10/16/2024

Approved as to form:



Assistant County Prosecutor

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-1504

Adopted Date November 05, 2024

APPROVING A MAINTENANCE AND SUPPORT AGREEMENT WITH JAVS (JUSTICE AV SOLUTIONS)

BE IT RESOLVED, to approve and enter into a Maintenance and Support Agreement with JAVS (Justice AV Solutions) relative to the recording equipment in the Commissioners' Meeting Room; said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: C/A—JAVS (Justice AV Solutions)
OMB (file)



Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and **Warren County Board of Commissioners** "Customer" located in **Lebanon, OH** for the period of **January 1, 2025**, extending through **December 31, 2025**.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;":

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

A. DEFINITIONS

- *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- *Support*-Remote phone and online troubleshooting and diagnostics.
- *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides online PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer's location.

2. Response Times. In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to the Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by the Customer and JAVS. For clarification, the priority levels are described in Attachment B.

3. Extended Warranty. **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation.**

JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

Non-warranted equipment:

JAVS provided and installed equipment older than 5 years old, based on the date of installation.

JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of a new recorder at client expense. For replacement items purchased from JAVS, JAVS will provide labor at no charge.

Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit has optional coverage directly through Polycom and is separate from this agreement.

JAVS service technicians will perform updates on software as needed for the Polycom Codec. However, JAVS service technicians can only provide feature updates to Polycom Systems that have a current active Polycom Certificate of Coverage. After the expiration of the initial warranty, separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.york@javs.com to request a quote.

4. On-site Warranty Support. JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed in Attachment A.

5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a customer-appointed representative to occur during regular business hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors, and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. *
2. Normal wear and tear items such as backup UPS batteries and projector lamps. *
3. Consumable items such as batteries, CDs, DVDs, printer paper, and print cartridges. *
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. *
5. Upgrades of Systems that would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. *
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. *
8. Customer-provided or non-JAVS certified equipment, hardware, and software. *
9. Moving of equipment. *
10. Customer requested on-site advanced training. *
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) *
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. *
14. Shipping delays for repair, loaner, or replacement parts and equipment.

*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

FEES/PAYMENTS for exclusions

A fee of \$150.00 per hour (1-hour minimum) plus *Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

D. TERMS

1. Effective Date. The Agreement begins **January 1, 2025**, and will continue for a period of **1 year** thereafter.
2. Fees; Payments. In consideration of JAVS provision of the Services, the Customer pays a fixed fee of **\$11,725.00** "Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

BREAKDOWN

Contract Period: January 1, 2025 - December 31, 2025

MAC-00492

Courtroom

Number/Location	SID#	System Description	Maintenance Fee
1 Board of County Commissioners	SID-89590	HDX Recording System	\$ 11,725.00

TOTAL \$ 11,725.00

Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

3. Billing of Excluded Services. A fee of \$150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.
4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that the agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to the Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

G. DISPUTE RESOLUTION

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/>, or via telephone at 800-474-2371).

ACCEPTED BY CUSTOMER
Warren County Board of Commissioners

Signature * *D. Gay*
Name David Gay
Title President
Date 11/5/24
Phone # 513-695-1250
Email _____

ACCEPTED BY JAVS
Justice AV Solutions

Signature *Megan York*
Name Megan York
Title Contract Administrator
Date September 17, 2024
Phone # 502.489.5118
Email Megan.york@javs.com

ACCEPTED BY CUSTOMER
Additional Court Representative (if required by court)

Signature _____
Name _____
Title _____
Date _____

APPROVED AS TO FORM
Adam M. Nice
Adam M. Nice
Asst. Prosecuting Attorney

Customer contact for scheduling of maintenance/repair

Name _____
Title _____
Phone _____
Email _____



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

ATTACH A-1

Warren Co. Board of Co. Commissioners
Lebanon, OH

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
JAVS HDX RECORDING SYSTEM								
30000	SID-89590	1	JAV-CENTRO-HDX	JAVS HD video switcher 8/4 In, 6/3 out (HD-SDI/HDMI)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-CENTRO-AO	JAVS Centro AO Ethernet Controlled Audio Processor - Base Unit with Centro AO software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AVIX-1204	AVIX Video Switching Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-BE550G	APC Back-UPS BE600M1, 600VA, 120V, 1 USB charging port	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TSD-DCPD	DC power distribution for TSD device 9-24v DC	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TSD-RMK	TSD Series Rack Mount Kit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ATW-1302	Wireless Microphone Bundle with 1 Handheld Microphone. Includes: ATW-RC13 Rack-mount receiver chassis ATW-RU13 receiver unit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ATW-1322	ATW-T1002 v7 handheld dynamic microphone/transmitter Wireless Microphone Bundle With 2 Handheld Microphones Includes: ATW-RC13 Rack-mount receiver chassis ATW-RU13 x2 receiver unit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	13	JAV-BBD1694-3B	ATW-T1002 v7 handheld dynamic microphone/transmitter Premium Belden 1694A Digital Video BNC Cable 3 ft	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-US82-AA-35T	USB 2.0 A to A Cable 3ft	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-MVGA15P-P-6HR/A	Pro AV/IT Series Micro VGA HD15 plug to plug w/audio cable 6ft	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AFS2	Dual Channel Advanced Feedback Suppression Processor	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-36131	1/8" or 3.5mm Headphone Jack to 3-Pin Screw Terminal for VGA Insert	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-17288	Black HDMI pass through snap-in connector	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-26968	VGA Cable, HD-15 (Connector) Female chassis mount to Male, 6'	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-18121	Symphony Clamp-On Table Box - Stock Box w/ (2) AC Outlets, (1) Dual USB Charging Ports & 6' AC Cable - Aluminum Housing w/ Black End Caps (Requires Inserts) Dual Rack Mount Kit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	6	JAV-DRMK	JAVS SDI/HD CCTV Box Color Camera	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-JC-20HD	JAVS FlexMic with Multicolor LED and Touch Button	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	12	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	3	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAVS Processor	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-PLX-CB	FlexMic Plexiglass - C Bend	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-REC8-HD-M	JAVS HD AIO Multichannel Recorder 720P	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-REC8-HD-S	JAVS Recorder 8 with HD Video & Stereo Audio Recorder	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-ALBS	AutoLog 8 Session Logging and Control Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-S8S	Scheduler 8 Session Scheduling Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-V15P	Viewer 2015 Pro	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-CSA-240Z	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	8	JAV-LCT-81CT	Low-Profile Lay-In 2' x 2' Ceiling Tile Loudspeaker w/ 8 Inch Driver	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	2	JAV-IG9	JAVS Slim Line Power Strip and Conditioner	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	7	JAV-C-A35M/IRE-10	3.5mm (M) to 1 IR Emitter Cable - 10'	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-DIP-31	4K60 4:2:0 HDMI & VGA Auto Switcher	1/29/2021	Yes	Yes	1/29/2026



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

Warren Co. Board of Co. Commissioners
Lebanon, OH

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
30000	SID-89590	1	JAV-KT-107	7-Inch tabletop/in-wall Touch Panel w/ POE	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SL-280	32-Port S1 smart controller	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-VM-2H2	4K HDMI 1:2 distribution amplifier with HDCP2.2 and HDMI2.0 support	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-VS-M2812-2	2.8-12mm Varifocal F1.4 CS Mount with Auto-Iris (For HD Camera)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-VS-M550-4	5-50mm Varifocal F1.6 CS Mount with Auto-Iris (For HD Camera)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-28-19387	AC/DC Power Supply, 1 Output, 60 W, 12 VDC, 5 A	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-PTRK-21	21 RU Portable Rolling Rack with Locking Front & Rear Doors Depth: 21.5" Height: 45.91" Width: 22.59"	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-PTRK-RR21	Rear rail kit for PTRK portable rack	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	4	JAV-UTR1-MP	Half Depth, single Rack space shelf	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	2	JAV-VTF1	1 Gang Single Equipment Rack Blank Perforated	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-GS116LP-100NAS	Netgear 16-Port 76W PoE/PoE+ Gigabit Ethernet Unmanaged Switch	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ACC-320	Power Strip for the LCD Monitor Cart	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	6	JAV-CMR410	Camera Mount 7"	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-LED-1562HD	15.6" LED LCD Monitor 16:9 - 8 ms	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-B203-101-PNP	1-Port Plug-and-Play USB 2.0 over Cat5/Cat6 Extender Kit, Transmitter & Receiver, USB up to 164 ft. (50 m), TAA	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	8	JAV-SK40RUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AVBC	Vaddlo AV Bridge Conference (for Skype Integration)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-10004893	SDI H.264/H.265 1080p60 HEVC Streaming Encoder	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SR598	Flat panel cart for 55" to 98" screen	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-FFP985D	98" Display, 3840 x 2160 Resolution, 350 cd/m2 Brightness	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TP-780T	4K60 4:2:0 HDMI HDCP 2.2 PoE Transmitter with RS-232 & IR over Long-Reach HDBaseT	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TP-789R	4K60 4:2:0 HDMI HDCP 2.2 Bidirectional PoE Receiver with RS-232 & IR over Long-Reach HDBaseT	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAVS Processor	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	6	JAV-12HD7M	12" HD Monitor - Fully Collapsible Stand - Metal Housing - 1920 x 1080 Resolution (HDMI, VGA, BNC, RCA), 75mm VESA	#####	Yes	Yes	10/17/2027
30000	SID-89590	3	JAV-27153N	C2G 10ft Cat6 550 MHz Snagless (UTP) Patch Cable - Black	#####	Yes	Yes	10/17/2027
30000	SID-89590	5	JAV-MHD18G-3PROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	#####	Yes	Yes	10/17/2027
30000	SID-89590	1	JAV-JC-20HD	JAVS SDI/HD CCTV Box Color Camera	#####	Yes	Yes	10/17/2027
30000	SID-89590	3	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	#####	Yes	Yes	10/17/2027
30000	SID-89590	3	JAV-MC-BD	BI-Directional SDI/HDMI with Power Supply	#####	Yes	Yes	10/17/2027
30000	SID-89590	2	JAV-MC-BD	BI-Directional SDI/HDMI with Power Supply	#####	Yes	Yes	10/17/2027
30000	SID-89590	3	JAV-PLX-CB	FlexMic Plexiglass - C Bend	#####	Yes	Yes	10/17/2027
30000	SID-89590	1	JAV-VS-M550-5	5-50mm Varifocal F1.6 CS Mount with Auto-Iris (For HD Camera)	#####	Yes	Yes	10/17/2027
30000	SID-89590	1	JAV-CMR410	Camera Mount 7"	#####	Yes	Yes	10/17/2027
30000	SID-89590	3	JAV-TLP6SLUSBB	6-Outlet Surge Protector with 2 USB Ports (3.4A Shared) - Side Load, Direct Plug-In, 1050 Joules	#####	Yes	Yes	10/17/2027
30000	SID-89590	1	JAV-12HD7M	12" HD Monitor - Fully Collapsible Stand - Metal Housing - 1920 x 1080 Resolution (HDMI, VGA, BNC, RCA), 75mm VESA	#####	Yes	Yes	10/17/2027



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

ATTACH-3

Warren Co. Board of Co. Commissioners
Lebanon, OH

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
30000	SID-89590	1	JAV-12HD7M	12" HD Monitor - Fully Collapsible Stand - Metal Housing - 1920 x 1080 Resolution (HDMI, VGA, BNC, RCA), 75mm VESA	#####	Yes	Yes	10/17/2027
0000	00-0100	1	JAV-12HD7M	12" HD Monitor - Fully Collapsible Stand - Metal Housing - 1920 x 1080 Resolution (HDMI, VGA, BNC, RCA), 75mm VESA	#####	Yes	Yes	10/17/2027
0000	00-0100	1	JAV-12HD7M	12" HD Monitor - Fully Collapsible Stand - Metal Housing - 1920 x 1080 Resolution (HDMI, VGA, BNC, RCA), 75mm VESA	#####	Yes	Yes	10/17/2027
0000	00-0100	1	JAV-12HD7M	12" HD Monitor - Fully Collapsible Stand - Metal Housing - 1920 x 1080 Resolution (HDMI, VGA, BNC, RCA), 75mm VESA	#####	Yes	Yes	10/17/2027
0000	00-0100	1	JAV-12HD7M	12" HD Monitor - Fully Collapsible Stand - Metal Housing - 1920 x 1080 Resolution (HDMI, VGA, BNC, RCA), 75mm VESA	#####	Yes	Yes	10/17/2027
0000	00-0100	1	JAV-12HD7M	12" HD Monitor - Fully Collapsible Stand - Metal Housing - 1920 x 1080 Resolution (HDMI, VGA, BNC, RCA), 75mm VESA	#####	Yes	Yes	10/17/2027

ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness, or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views, and user settings;	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visits

*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

**An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives at the Customer's agreed-upon appointment for the initial on-site repair.

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-1505

Adopted Date November 05, 2024

APPROVING ADDENDUM TO CONTRACT FOR POLICE PROTECTION WITH THE WARREN COUNTY CAREER CENTER ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

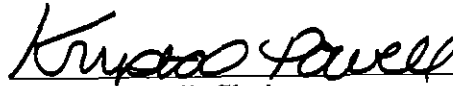
BE IT RESOLVED, to approve Addendum to Contract for Police Protection with the Warren County Career Center, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Career Center
Sheriff (file)

ATTACHMENT A
2025 PAYROLL ADDENDUM

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and Warren County Career Center, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2025 and continuing through midnight on December 31, 2025.

SALARIES	\$ 94,066.00
OVERTIME	\$ 5,000.00
PERS	\$ 17,931.00
MEDICARE	\$ 1,436.00
WORKER'S COMP	\$ 1,981.00
INSURANCE	\$ 12,824.00
TOTAL	\$ 133,238.00

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1ST QUARTER INVOICE: \$33,309.50
2ND QUARTER INVOICE: \$33,309.50
3RD QUARTER INVOICE: \$33,309.50
4TH QUARTER INVOICE: \$33,309.50

All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this 5 day of November, 2024, at Warren County Ohio




Warren County Career Center



Board of County Commissioners

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 24-1506

Adopted Date November 05, 2024

APPROVING ADDENDUM TO CONTRACT FOR POLICE PROTECTION WITH THE KINGS LOCAL SCHOOL DISTRICT ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED, to approve the Addendum to Contract for Police Protection with the Kings Local School District, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Kings Local School District
Sheriff (file)

ATTACHMENT A
2025 PAYROLL ADDENDUM

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and the Kings School District, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2025 and continuing through midnight on December 31, 2025.

SALARIES	\$ 233,625.00
OVERTIME	\$ 8,500.00
PERS	\$ 43,825.00
MEDICARE	\$ 3,511.00
WORKER'S COMP	\$ 4,842.00
INSURANCE	\$ 24,607.00
TOTAL	\$ 318,910.00

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1 ST QUARTER INVOICE:	\$79,727.50
2 ND QUARTER INVOICE:	\$79,727.50
3 RD QUARTER INVOICE:	\$79,727.50
4 TH QUARTER INVOICE:	\$79,727.50


All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this 5 day of November, 2024, at Warren County Ohio


Kings Local School District

* 
Board of County Commissioners

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-1507

Adopted Date November 05, 2024

APPROVING ADDENDUM TO CONTRACT FOR POLICE PROTECTION WITH ST.
MARGARET OF YORK ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve Addendum to Contract for Police Protection with St. Margaret of York, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—St. Margaret of York
Sheriff (file)

ATTACHMENT A
2025 PAYROLL ADDENDUM

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and St. Margaret of York, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2025 and continuing through midnight on December 31, 2025.

SALARIES	\$	92,610.00
OVERTIME	\$	5,000.00
PERS	\$	17,667.00
MEDICARE	\$	1,415.00
WORKER'S COMP	\$	1,952.00
INSURANCE	\$	7,191.00
TOTAL	\$	125,835.00

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

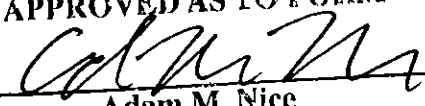
1ST QUARTER INVOICE: \$31,458.75
2ND QUARTER INVOICE: \$31,458.75
3RD QUARTER INVOICE: \$31,458.75
4TH QUARTER INVOICE: \$31,458.75

All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this 5 day of November, 2024, at Warren County Ohio


St. Margaret of York

* 
Board of County Commissioners

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 24-1508

Adopted Date November 05, 2024

AUTHORIZING AN ADDITIONAL LEAK ADJUSTMENT FOR EXCESS WATER AND SEWER USAGE AT 7450 HEATON CIRCLE, MAINEVILLE, OHIO

WHEREAS, the Water and Sewer Department provides a leak adjustment policy to assist residents experiencing unforeseen water leaks that result in excessive usage charges; and

WHEREAS, in August 2024, a Warren County Water & Sewer Department serviceman identified a water leak at the residence of Mr. and Mrs. Daniels at 7450 Heaton Circle and informed the customer of the issue; and

WHEREAS, upon investigation, Mr. and Mrs. Daniels determined that a significant leak had occurred in the hot water line beneath the concrete slab foundation in their kitchen, leading to water usage far beyond their typical monthly average of 9,900 gallons; and

WHEREAS, Mr. and Mrs. Daniels promptly took all reasonable steps to mitigate the leak, including working with a licensed plumber and their homeowner's insurance, yet the nature and location of the leak created challenges in completing repairs as quickly as would ordinarily be expected; and

WHEREAS, in recognition of the exceptional circumstances of this case, including the extent of the repair efforts required and the continued impact on their water usage, it is appropriate for the Board of Commissioners to approve an adjustment to a third water and sewer bill, exceeding the standard allowance of two adjustments provided under our current Rules & Regulations; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes an additional leak adjustment for the property at 7450 Heaton Circle to cover a third billing period during the time of excess water usage caused by the slab leak and directs the Water and Sewer Department to process this adjustment in accordance with this resolution.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jkl

cc: Water/Sewer (file)
Account # 0340251

Resolution

Number 24-1509

Adopted Date November 05, 2024

ENTERING INTO A PROFESSIONAL SERVICE AGREEMENT WITH ENVIRONMENTAL EDUCATORS INC. RELATIVE TO THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT'S EDUCATIONAL PROGRAM

BE IT RESOLVED, to enter into a Professional Service Agreement with Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, relative to the Warren County Solid Waste Management District's Education Program, as agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: C/A—Environmental Educators (Suzanne Geisler)
Solid Waste District (file)

CONSULTANT AGREEMENT

by and between

ENVIRONMENTAL EDUCATORS, Inc.

and the

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Solid Waste Management District, 406 Justice Drive, Lebanon, OH 45036, herein after called the "Board" and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 hereinafter called the "Consultant".

WHEREAS, the Board, in keeping with the approved Solid Waste Plan desires to enter into an Agreement with the Consultant for said service; and

WHEREAS, Suzanne Geisler, "Consultant" does provide professional services in the area of educational programs for integrated solid waste management; and

NOW, therefore, be it agreed by and between the parties hereto as follows:

I. Scope of Service

1. Consultant agrees to perform the educational services for the District under the direction of the Warren County Solid Waste Management District's Director and the Warren County Office of Education County Superintendent's designee.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Solid Waste District Director.
3. The Consultant shall prepare written fact sheets, brochures and compose information to be displayed on the County's web site. This information shall address solid waste management for the residents and business located in Warren County.
4. The Consultant shall provide the District with an updated written schedule of presentations each Monday morning. In the event of cancellation or rescheduling during the current week, the Consultant will notify the District Director or their designee to update the schedule.
5. Subject matter and content of the presentations shall address solid waste management and shall be subject to review and approval of the District's Director.

II. Terms of Agreement

1. The Agreement shall commence January 1, 2025 and terminate December 31, 2025 or upon expenditure of available funds, or which ever occurs first.

III. Compensation

1. The Consultant shall be compensated in an amount not to exceed eleven thousand three hundred dollars (\$11,300.00) for work listed in the scope of services. Consultant shall invoice the District on a monthly basis for the hours worked. The hourly rate for the Consultant shall be fifty dollars and twenty-five cents (\$53.50) per hour. Consultant shall be responsible for travel to the locations of the presentations or activities.

IV. Responsibly of the Board

1. The District shall provide the Consultant with work space, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The District shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the District for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the District Director. The District Director, prior to the sessions, must authorize approval for the workshops or training seminars.
3. The District Director may authorize the Consultant to participate in any other activity that is related to solid waste management or education and will benefit the interests of the District.

V. Reporting

1. The Consultant shall work cooperatively with the Board, Warren County Solid Waste Management District Staff, and Office of Education and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

VI. Agreement Modification

1. This Agreement may be modified upon mutual and written consent of both parties.

VII. Termination of the Agreement

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Warren County Solid Waste District and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

VIII. Notices

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Board of County Commissioners
Clerk to the Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Board shall be mailed to:

Environmental Educators Inc.
Suzanne Geisler, CEO
10 Cherry Street
Springboro, OH 45066

IX. Hold Harmless/Indemnification

1. The Consultant will defend, indemnify, protect, and save the Board harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Consultant, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

X. Relationship of Parties

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

The parties expressly acknowledge and agree that with respect to any payments made to Consultant that the District's fiscal officer will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for its (and its employees) own income tax obligations including but not limited to being subject to Self-employment Tax, and the District shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or make contributions to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent Consultant, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by the District for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

Consultant shall also complete OPERS form PEDACKN [Independent Consultant Acknowledgment] attached hereto as Schedules 3 and return it with this Agreement to the District's Director. By execution of said OPERS form, Consultant acknowledges that the District has informed Consultant that the District has classified her as an independent Consultant and not a public employee for the services to be performed, and that no contributions to OPERS will be made on its behalf for such services. In the event Consultant timely requests a determination by OPERS, or OPERS, sua sponte, determines that Consultant is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the District may elect to terminate this Agreement and whereupon the terms and obligation herein shall be null and void.

XI. Agreement Expiration

1. This Agreement shall expire on December 31, 2025 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

XI. Execution

1. IN EXECUTION WHEREOF, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT
ENVIRONMENTAL EDUCATORS Inc.**

SIGNATURE: Suzanne Geisler

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: 10-14-2024

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by

David G Young, its President, in accordance with Resolution No. 24-1509, dated 11-5-24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * [Signature]

PRINTED NAME: David G Young

TITLE: President

DATE: 11-5-24

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: Kathryn Horvath, Assistant Prosecutor

AFFIDAVIT OF NON-COLLUSION

State of Ohio, County of Warren

I, Suzanne Geisler, holding the title and position of Chief Executive Officer at the firm Environmental Educators, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The bid/proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake bid/proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

The price of the bid/proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal date on January 01, 2025

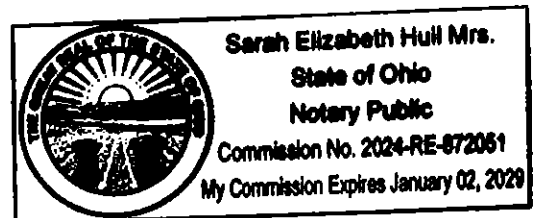
Suzanne Geisler
Suzanne Geisler

AFFIANT

Subscribed and sworn to before me this 14th day of October 2024

Sarah E. Hull (Notary Public),
Warren County.

My commission expires January 02, 2029



Resolution

Number 24-1510

Adopted Date November 05, 2024

ENTERING INTO A PROFESSIONAL SERVICE AGREEMENT WITH ENVIRONMENTAL EDUCATORS INC. RELATIVE TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S SOURCE WATER PROTECTION PROGRAM

BE IT RESOLVED, to enter into a Professional Service Agreement with Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, relative to the Warren County Water and Sewer Department's Source Water Protection Program, copy of said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/mbz

cc: C/A – Environmental Educators Inc. (Suzanne Geisler)
Water/Sewer (file)
Solid Waste District (file)

CONSULTANT AGREEMENT

by and between

ENVIRONMENTAL EDUCATORS Inc.

and the

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter the "Board"), on behalf of the Warren County Water and Sewer Department, and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 (hereinafter the "Consultant").

WHEREAS, upon the recommendation of the Warren County Water and Sewer Department, this Board, to fulfill the requirements of the Source Water Protection Program, desires to enter into an Agreement with the Consultant for said service; and,

WHEREAS, Consultant does provide professional services in the area of educational programs for protection of drinking water and water systems, and desires to enter into an Agreement with the Board to fulfill the Board's requirements of the Source Water Protection Program; and,

NOW, therefore, **BE IT AGREED** by and between the parties hereto as follows:

I. Scope of Service

1. Consultant agrees to perform the educational services for the Warren County Water and Sewer Department under the direction of the designee of the, to-wit.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Warren County Sanitary Engineer or his or her designee.
3. The Consultant shall prepare written fact sheets and brochures about protecting source water. This information shall be designed for distribution to residents and businesses located in the one and five year time-of-travel.
4. The Consultant shall provide the Warren County Water and Sewer Department with an updated written schedule of presentations upon request. In the event of cancellation or rescheduling during the current week, the Consultant will notify the Warren County Water and Sewer Department to update the schedule.

5. Subject matter and content of the presentations shall address source water protection and shall be subject to review and approval of the Warren County Sanitary Engineer or his or her designee.

II. Terms of Agreement

1. The Agreement shall commence January 1, 2025, and terminate December 31, 2025 or upon expenditure of available funds, or which ever occurs first.

III. Compensation

1. The Consultant shall be compensated in an amount not to exceed ten thousand dollars (\$10,500.00) for work listed in the scope of services. Consultant shall invoice the Water and Sewer Department on a monthly basis for the hours worked. The hourly rate for the Consultant shall be Forty-eight dollars and seventy-nine cents (\$53.50) per hour.
2. Consultant shall be responsible for travel to the locations of the presentations or activities. Consultant shall not receive payment for travel to presentations and activities that occur in Warren County.

IV. Responsibility of the Board

1. The Water and Sewer Department or Solid Waste Management District shall provide the Consultant with workspace, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The Water and Sewer Department shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the Water and Sewer Department for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the Board. Warren County Sanitary Engineer or his or her designee, prior to the sessions, must authorize approval for the workshops or training seminars.
3. Warren County Sanitary Engineer or his or her designee may authorize the Consultant to participate in any other activity that is related to source water protection or education and will benefit the interests of the Water and Sewer Department.

V. Reporting

1. The Consultant shall work cooperatively with the Board, the Water & Sewer Department, and Educational Service Center and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

VI. Agreement Modification

1. This Agreement may be modified only upon mutual and written consent of both parties.

VII. Termination of the Agreement

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant without cause to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Solid Waste Management District and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

VIII. Notices

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Board of County Commissioners
Clerk to the Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Environmental Educators Inc.
Suzanne Geisler, CEO
10 Cherry Street
Springboro, OH 45066

IX. Hold Harmless/Indemnification

1. The Consultant will defend, indemnify, protect, and save the Board harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Consultant, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the consultant, its agents, employees, licensees, contractors, or

subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

X. Relationship of Parties

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant, and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

The parties expressly acknowledge and agree that with respect to any payments made to Consultant that the District's fiscal officer will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for its (and its employees) own income tax obligations including but not limited to being subject to Self-employment Tax, and the District shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or make contributions to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent Consultant, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by the District for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

Consultant shall also complete OPERS form PEDACKN [Independent Consultant Acknowledgment] attached hereto as Schedules 3 and return it with this Agreement to the District's Director. By execution of said OPERS form, Consultant acknowledges that the District has informed Consultant that the District has classified her as an independent Consultant and not a public employee for the services to be performed, and that no contributions to OPERS will be made on its behalf for such services. In the event Consultant timely requests, a determination by OPERS, or OPERS, sua sponte, determines that Consultant is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the District may elect to terminate this Agreement and whereupon the terms and obligation herein shall be null and void.

XI. Agreement Expiration

1. This Agreement shall expire on December 31, 2025, or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

XII. Execution

IN EXECUTION WHEREOF, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT
ENVIRONMENTAL EDUCATORS Inc.**

SIGNATURE: Suzanne Geisler

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: _____

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by:

David G Young, its President, in accordance with Resolution No. 24-1510, dated 11-5-24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * [Signature]

PRINTED NAME: David G. Young

TITLE: President

DATE: 11-5-24

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: ~~Adam Nico~~, Assistant Prosecutor
KATHLYN HOLVATH

AFFIDAVIT OF NON-COLLUSION

State of Ohio, County of Warren

I, Suzanne Geister, holding the title and position of CEO at the firm Environmental Educators, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The bid/proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake bid/proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

The price of the bid/proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal date on January 01, 2025

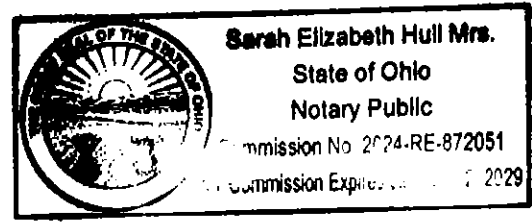
Suzanne Geister AFFIANT

Subscribed and sworn to before me this 18th day of October 2024

Sarah Hull (Notary Public),

Warren County.

My commission expires January 02, 2024



Resolution

Number 24-1511

Adopted Date November 05, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SMITH AND BROWN CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE HUNTER SEWER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, pursuant to Resolution #23-0378, adopted March 28, 2023, this Board entered into contract with Smith and Brown Contractors, Inc. for the Hunter Sewer System Improvements Project; and

WHEREAS, the Warren County Water and Sewer Department has requested a change to the alignment of the 12-inch bypass piping due to existing buried piping restrictions not accurately shown on the Contract Drawings.

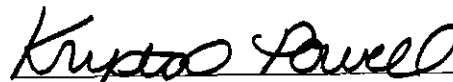
NOW THEREFORE IT BE RESOLVED, to approve Change Order No. 1 to the Contract with Smith and Brown Contractors Inc., increasing Purchase Order No. 1 by \$53,970.45 and creating a new Contract and Purchase Order price in the amount of \$2,020,970.45; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
c/a- Smith and Brown Contractors, Inc
Water/Sewer (file)



**Warren County
Water & Sewer Dept.**

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377

CHANGE ORDER

DATE: October 18, 2024

Change Order Number 1
Project Name: Hunter Sewer System Improvements Project

QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
1	LUMP SUM	Modify the alignment of the 12-inch bypass pump and piping due to buried pipe restrictions. Work includes moving the bypass connection to south of the pump station, installing a 12-inch line under Shaker Road, and installing a temporary bridge structure over Dick's Creek.		\$53,970.45	

TOTALS FOR THIS CHANGE ORDER

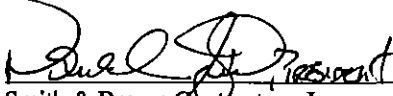
\$53,970.45

Attachments:

Construction Drawing C-010
Summary of Work -- Smith & Brown Contractors Inc.

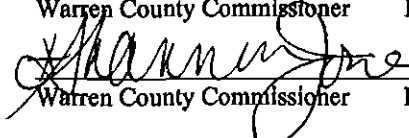
Original contract price \$1,967,000 .
Current contract price adjusted by previous change orders \$ 53,970.45 .
The Contract price due to this change order will be increased/decreased.
The New contract price including this change order will be \$ 2,020,970.45.
The contract time will be increased by 0 calendar days.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

 10/21/24
Smith & Brown Contractors, Inc. Date

Recommended By:
 10/28/24
Director & County Sanitary Engineer Date

*  11-5-24
Warren County Commissioner Date

*  11-5-24
Warren County Commissioner Date



SMITH & BROWN CONTRACTORS, INC.

9570 S.R. 128 Harrison, OH 45030 Phone 513.738.0077 Fax 513.738.2244

Summary of Cost

Hunter Sewer - CO Revised Bypass Location

Date	Description of Work	Labor					Utilized Equipment						
		Foreman (hrs)	"A" Operator (hrs)	"B" Operator (hrs)	Laborer (hrs)	Pipe Layer (hrs)	Cat 321D LCR Excavator	Cat 926M Wheel Loader	Foreman Truck	Quad Axle Dump Truck	Cat 289D Track Skid Steer	Trail King TK50LP Drag	
8/26/2024	MOB Equip									3.00			3.00
8/27/2024	MOB Equip									10.00			10.00
8/27/2024	Shop - Beam Fab Work	7.50			7.50								
8/28/2024	Furnish & Install 12" DIP	10.50	10.00	10.00	20.00	10.00	10.00	10.00	10.00	10.00	5.00		
8/29/2024	Furnish & Install 12" DIP	10.50	10.00	10.00	20.00	10.00	10.00	10.00	10.00	10.00	5.00		
8/30/2024	Furnish & Install I-Beam Rigging across creek	10.00	10.00	10.00	20.00		10.00	10.00	10.00	10.00			10.00
9/9/2024	Install Quick Connect Crocks, Restore Site, De-MOB	10.00			20.00				10.00	10.00	10.00		10.00
TBD	F&I - Remaining Quick Connect (Not Shipped)	5.00			10.00		5.00			10.00	5.00		10.00
		53.50	30.00	30.00	97.50	20.00	35.00	30.00	40.00	63.00	25.00	-	43.00

Summary

Labor	Qty	Unit	Hourly Cost	Total Cost
Foreman	53.50	HR	\$77.72	\$4,158.02
Hoe Operator	30.00	HR	\$71.13	\$2,133.90
Loader Operator	30.00	HR	\$70.99	\$2,129.70
Laborer	97.50	HR	\$58.48	\$5,701.80
Pipe Layer	20.00	HR	\$58.69	\$1,173.80
			Labor Cost Subtotal	\$15,297.22
			OVH&P per Contract Docs 15%	\$2,294.58
			Labor Total	\$17,591.80

Equipment	Qty	Unit	Ownership Rate	Operating Expense Rate	Total
Cat 245B Series II Excavator	-	HR	\$97.61	\$134.00	\$0.00
Cat 352F Excavator	-	HR	\$92.30	\$127.00	\$0.00
Cat 335F LCR Excavator	-	HR	\$52.36	\$71.25	\$0.00
Cat 321D LCR Excavator	35.00	HR	\$52.41	\$61.35	\$3,981.60
Cat 225 BLC Excavator	-	HR	\$39.37	\$57.23	\$0.00
Cat 312 DL Excavator	-	HR	\$36.56	\$43.68	\$0.00
Cat 308E2 Excavator	-	HR	\$30.54	\$33.75	\$0.00
Cat 963C Track Loader	-	HR	\$60.27	\$76.30	\$0.00
Cat 926M Wheel Loader	30.00	HR	\$29.97	\$43.10	\$2,192.10
Cat IT14G Wheel Loader	-	HR	\$27.32	\$31.27	\$0.00
Cat 420D IT Backhoe	-	HR	\$22.73	\$27.62	\$0.00
Cat 289D Track Skid Steer	25.00	HR	\$27.98	\$27.92	\$1,397.50
Cat 815B Compactor	-	HR	\$93.01	\$71.01	\$0.00
Quad Axle Dump Truck	63.00	HR	\$61.00	\$54.00	\$7,245.00
Trail King TK50LP Drag	-	HR	\$17.50	\$3.75	\$0.00

Foreman Truck	40.00	HR	\$10.15	\$11.72	\$874.80
Sihl TS420 Concrete Saw	-	HR	\$8.50	\$1.50	\$0.00
Towable Generator 14KW, Diesel	-	HR	\$14.98	\$5.20	\$0.00
Honda 2000W Generator	-	HR	\$3.55	\$3.00	\$0.00
2" Trash Pump	-	HR	\$5.35	\$1.90	\$0.00
3" Trash Pump	-	HR	\$6.68	\$2.75	\$0.00
2 7/3" Layflat Hose (50' Segment)	-	HR	\$3.25		\$0.00
Wacker 1550A Plate Compactor	-	HR	\$8.50	\$2.25	\$0.00
Post Hole Auger	-	HR	\$5.75	\$2.25	\$0.00
Topcon Pipe Laser	-	HR	\$10.75		\$0.00
Topcon Translit	-	HR	\$5.20		\$0.00
Trench Box (8x16)	-	HR	\$18.75		\$0.00
Equipment Subtotal					\$15,691.00
OVH&P per Contract Docs					15%
					\$2,353.65
Equipment Total					\$18,044.65

Rented Equipment	Qty	Unit	Rate (Invoice)	Total	
I-Beam 60' Span	3.00	MNTH	\$500.00	\$1,500.00	
Bypass Pump Increase due to length of fused pipe	1.00	LS	\$5,262.30	\$5,262.30	
Rented Equipment Subtotal					\$6,762.30
OVH&P per Contract Docs					15%
					\$1,014.35
Rented Equipment Total					\$7,776.65

Idle Equipment	Qty	Unit	Ownership Rate	Operating Expense Rate	Total
					\$0.00
					\$0.00
Idle Equipment Subtotal					\$0.00

Material	Qty	Unit	Unit Cost	Total	
Core & Main Inv V469721	1	LS	\$ 13,547.98	\$ 13,547.98	
Core & Main Inv V545229	1	LS	\$ 920.00	\$ 920.00	
Core & Main Inv V560469	1	LS	\$ 2,448.40	\$ 2,448.40	
Core & Main - Remaining Material (Crock, Frame, Grate)	1	LS	\$ 1,224.20	\$ 1,224.20	
Valley Asphalt 144567	1	LS	\$ 992.10	\$ 992.10	
Watson 849360	1	LS	\$ 42.60	\$ 42.60	
Watson 849359	1	LS	\$ 295.85	\$ 295.85	
Watson 849358	1	LS	\$ 133.07	\$ 133.07	
Misc I-beam Fab Materials	1	LS	\$ 750.00	\$ 750.00	
Material Cost Subtotal					\$ 20,354.20
Tax Rate					0%
					\$ -
OVH&P per Contract Docs					15%
					\$3,053.13
Material Total					\$23,407.33

Subcontractor	Qty	Unit	Unit Cost	Total	
Sawcutting	1.00	LS	\$ 350.00	\$350.00	
				\$0.00	
Subcontractor Cost Subtotal					\$350.00
OVH&P per Contract Docs					5%
					\$17.50
Subcontractor Total					\$367.50

Other Charges	Qty	Unit	Unit Cost	Total	
Credit - Manhole Elimination (Original Design)	1	LS	\$ (13,217.48)	\$ (13,217.48)	
				\$ -	
Total					\$ (13,217.48)

Total Cost	\$45,237.24
Total Contractor Markup	\$8,733.21
Total	\$53,970.45



SMITH & BROWN CONTRACTORS, INC.

9570 S.R. 128 Harrison, OH 45030 Phone 513.738.0077 Fax 513.738.2244

Labor Rate Structure

23005 Hunter Sewer Project - Warren County

Standard Rates & Insurance	
7.65%	F.I.C.A.
5.50%	Worker's Compensation/Insurance
0.80%	Federal Unemployment
9.60%	State Unemployment
23.55%	Total Percent

Labor

		Base Rate	Taxes 23.55%	Fringes	Hourly Cost	Markup Cost (hr) 15%	Hourly Rate with Markup
Foreman		\$ 49.75	\$ 11.72	\$ 16.25	\$ 77.72	\$ 11.66	\$ 89.37
Laborer	Reg Time	\$ 35.52	\$ 8.36	\$ 14.60	\$ 58.48	\$ 8.77	\$ 67.26
	Overtime (1.5)	\$ 53.28	\$ 12.55	\$ 14.60	\$ 80.43	\$ 12.06	\$ 92.49
Pipelayer	Reg Time	\$ 35.69	\$ 8.40	\$ 14.60	\$ 58.69	\$ 8.80	\$ 67.50
	Overtime (1.5)	\$ 53.54	\$ 12.61	\$ 14.60	\$ 80.74	\$ 12.11	\$ 92.85
"A" Operator	Reg Time	\$ 44.14	\$ 10.39	\$ 16.60	\$ 71.13	\$ 10.67	\$ 81.81
	Overtime (1.5)	\$ 66.21	\$ 15.59	\$ 16.60	\$ 98.40	\$ 14.76	\$ 113.16
"B" Operator	Reg Time	\$ 44.02	\$ 10.37	\$ 16.60	\$ 70.99	\$ 10.65	\$ 81.63
	Overtime (1.5)	\$ 66.03	\$ 15.55	\$ 16.60	\$ 98.18	\$ 14.73	\$ 112.91



261 Conover Drive
Franklin, OH 46005
ArtsRental.com
937-746-8855 Phone

Status: Closed
Invoice #: 1271838-6
Invoice Date: Thu 8/29/2024
Date Out: Thu 8/29/2024 7:01AM

Operator: Erlsman, Chris T
Terms: On Account

Customer #: 11534
SMITH & BROWN CONTRACTORS Phone 613-738-0077
9570 STATE ROUTE 128 Job Descr: 47" SM. DD ROLLER / TRAILER
HARRISON, OH 45030 PO #: HUNTER

Picked up by: DONNY

Sales Rep: MATT YELTON Matt.Y@artsrental.com
Used at Address
DONNY 513-678-0367
HUNT RD. MIDDLETOWN

Qty	Part#	Items Rented	Ser#	Status	Billed To	Price
1	G-0904	ROLLER, SMOOTH 47" 2-DRUM	10000371CHA020823	Returned	Thu 8/29/2024 12:12PM	\$255.00
		Meter Out: 761.4 Meter In: 703.1 Total hours on meter: 1.7 1day \$300.00 1week \$900.00 4weeks \$2,250.00 THIS UNIT IS DESIGNED FOR 1 PERSON OPERATION, KEEP ALL BYSTANDERS AWAY! OPERATE THIS EQUIPMENT FROM THE SEAT ONLY. NOTICE!-OPERATOR MUST WEAR SEAT BELT WHEN OPERATING THIS EQUIPMENT.				
1	G-2801	TRAILER, 5 Ton 2-AXLE w/Surgo Brake	4MND8162XJ1001644	Returned	Thu 8/29/2024 12:12PM	\$46.00
		1day \$92.00 1week \$322.00 4weeks \$736.00 ***** LEAVE SLACK IN SAFETY CHAINS TO ALLOW FOR TURNS. ***** WARNING!-DO NOT TOW OVER 55 M.P.H. ***** TO ENSURE CONTROL, TOWING VEHICLE MUST BE 1000# HEAVIER THAN THE GROSS TRAILER WEIGHT ***** *** NOTICE *** CUSTOMER IS RESPONSIBLE FOR LIGHT & BRAKE HOOKUP ***** *** NOTICE *** CUSTOMER IS RESPONSIBLE FOR FLAT TIRES. ** NOTICE ** CUSTOMER IS RESPONSIBLE FOR PROPER DISTRIBUTION OF LOAD ON THE TRAILER & TOW VEHICLE. ***				
2		CHAIN, TIE-DOWN, w/EQUIPMENT RENTAL		Returned	Thu 8/29/2024 12:12PM	\$0.00
2		BINDER w/EQUIPMENT RENTAL		Returned	Thu 8/29/2024 12:12PM	\$0.00
Qty	Key	Items Sold	Part#	Status	Each	Price
1	399-0203-6	SPRAYER, CHAPIN 3 GAL -Poly- ...D/C	#22170XP	Pulled	\$96.00	\$96.00

THANK YOU FOR YOUR BUSINESS

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions govern this contract. - PLEASE READ THEM!
A large print copy of the terms and conditions may be provided upon request.
Established open accounts are due Net 30 Days. A finance charge of 2% per month (24% annually) will be added to invoices not paid within these terms.

I agree to return the above rental item(s) by the Date Due indicated above. I understand that the above rental item(s) will incur additional rent due if returned late. I hereby authorize Art's Rental Equipment, Inc. to charge the above credit card for an additional day (24 hours) of rent for each day beyond the Date Due that the above item(s) are not returned.

IF FOR ANY REASON THIS TOOL DOES NOT OPERATE PROPERLY--CALL OR RETURN IMMEDIATELY.

I have read and fully understand the terms and conditions of the rental contract and agree thereto.

Signature:

DONNY

Rental:	\$301.00
Sales:	\$96.00
Subtotal:	\$397.00
.WARREN CNTY, OH:	\$26.80
Total:	\$423.80
Paid:	\$0.00
Amount Due:	\$423.80



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # V469721
Invoice Date 8/29/24
Account # 066387
Sales Rep JOE WEBB
Phone # 513-942-1395
Branch #506 Fairfield, OH
Total Amount Due \$13,782.91

23005
200
03

SMITH & BROWN CONTRACTORS 000/0000
9570 STATE ROUTE 128 00000
HARRISON OH 45030-9706

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

Shipped To:
NEXT TO 4143 SHAKER ROAD
DICK'S CREEK LIFT STATION
FRANKLIN, OH

CUSTOMER JOB- S726363 HUNTER SWR IMP HUNTER SWR IMP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/16/24 Date Shipped 8/28/24 Customer PO # SEE BELOW Job Name HUNTER SWR IMP Job # S726363 Bill of Lading Shipped Via CORE & MAIN LP Invoice# V469721

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- HUNTER SEWER SYS IMP						
011253T	12 TJ CL53 DI PIPE	80	80		02.04000	FF	6,563.20
19ATGL12	12 TJ FIELD LOK 350 GASKET SBR	4	4		209.32000	EA	837.28
21I129M	12 MJ 90 C153 IMP	3	3		407.87000	EA	1,223.61
21I12R06F	12X6 MJXFLG RED C153 IMP	3		3	460.00000	EA	.00
21IAMF812D	12 MJ DI WEDGE RESTRN BLK IMP	12	12		157.00000	EA	1,884.00
21IAMMJR12LG	12 MJ REG ACC SET L/GLAND IMP	12	12		N/C	EA	
24AFBNGF06RA	6X1/8 FLG ACC RR FF	3	3		21.50000	EA	64.50
94600ALSS	DIXON 600-AL-SS 6" ADAPTER	3	3		489.00000	EA	1,467.00
94DIX600DCSS	DIXON 6" DC 600-DC-SS SS DUST CAP DOMESTIC	3	3		317.00000	EA	951.00
21I12CT	12 MJ CAP C153 IMP	3	3		182.89000	EA	548.67
29APLQ	LUBE 1 QT F/WATER/SWR PIPE	1	1		6.02000	EA	6.02
29APGLS	GASKET LUBE SWAB	1	1		2.70000	EA	2.70

Proof of Delivery
Signed by: *Richard*
SMITH & BROWN CONTRACTORS
08/28/2024 12:43

Freight	Delivery	Handling	Restock	Misc	Subtotal:	13,547.98
\$234.93					Other:	234.93
Terms: NRT 30					Tax:	.00
Ordered By: WEBB					Invoice Total:	\$13,782.91

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

SOLD BY CINCINNATI-N OH
 Branch - 506
 3165 Production Dr
 Fairfield OH 45014
 PHONE # 513 942 1395



PROMISED: 8/28/24 *RB 8/27/24*
 FILLED BY:
 CHECKED BY: *Z. 8/27/24*
 REVIEWED BY:
 ENTERED BY: MATTHEW WARD - 506 *CN 8-28*

REPRINT 08/27/2024 09:02 AM PAGE 1
 066387

PICK TICKET V469721

SOLD TO SMITH & BROWN CONTRACTORS
 9570 STATE ROUTE 128
 HARRISON OH 45030-9706
 CUS PH# 513 738 0077

SHIP TO SMITH & BROWN CONTRACTORS
 NEXT TO 4143 SHAKER ROAD
 DICK'S CREEK LIFT STATION
 FRANKLIN OH 45005

SPECIAL INSTRUCTIONS/COMMENTS:
 RICHARD 513.678.0382
 DELIVER WEDNESDAY 08/28

WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

BRANCH NO	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			
506	8/16/24	<i>8/27/24</i>	SEE BELOW	HUNTER SWR IMP	S726363	X					CORE & MAIN LP	020

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT	
	CUSTOMER PO# - ORDERED BY:	HUNTER SEWER SYS IMP WEBB							
Y27 12D	011253T	12 TJ CL53 DI PIPE WEIGHT: 56.1500 LB	80	80			FT		
W4F S6 002	19ATGL12	12 TJ FIELD LOK 350 GASKET SBR WEIGHT: 2.1000 LB	4	4			EA		
Y4 112	211129M	12 MJ 90 C153 IMP WEIGHT: 120.7500 LB	3	3			EA		
	21112R06F	12X6 MJXFLG RED C153 IMP WEIGHT: 105.0000 LB	3	0	3		EA		
W SPC	21IAMF812D	12 MJ DI WEDGE RESTRN BLK IMP WEIGHT: 29.7600 LB	12	12			EA		
W5 S7 001	21IAMMJR12LG	12 MJ REG ACC SET L/GLAND IMP	12	12			EA		
W1 S4 002	24AFBNGF06RA	6X1/8 FLG ACC RR FF WEIGHT: 5.0000 LB	3	3			EA		
W SPC	94600ALSS	DIXON 600-AL-SS 6" ADAPTER	3	3			EA		
W SPC	94DIX600DCSS	DIXON 6" DC 600-DC-SS SS DUST CAP DOMESTIC	3	3			EA		
MERCHANDISE SUBTOTAL		TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

CONTINUED

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



V469721066387

RECEIVED BY
 SIGNATURE: _____
 PRINT NAME
 HERE: _____

SOLD BY
 CINCINNATI-N OH
 Branch - 506
 3165 Production Dr
 Fairfield OH 45014
 PHONE # 513 942 1395



Local Knowledge
 Local Experience
 Local Service, Nationwide®

PROMISED: 8/28/24
 FILLED BY: _____
 CHECKED BY: _____
 REVIEWED BY: _____
 ENTERED BY: MATTHEW WARD - 506

REPRINT 08/27/2024 09:02 AM PAGE 2
 066387

PICK TICKET V469721

SOLD TO
 SMITH & BROWN CONTRACTORS
 9570 STATE ROUTE 128
 HARRISON OH 45030-9706
 CUS PH# 513 738 0077

SHIP TO
 SMITH & BROWN CONTRACTORS
 NEXT TO 4143 SHAKER ROAD
 DICK'S CREEK LIFT STATION
 FRANKLIN OH 45005

SPECIAL INSTRUCTIONS/COMMENTS:
 RICHARD 513.678.0382
 DELIVER WEDNESDAY 08/28

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			
506	8/16/24		SEE BELOW	HUNTER SWR IMP	S726363	X					CORE & MAIN LP	O20

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
		CUSTOMER PO# - ORDERED BY:						
		HUNTER SEWER SYS IMP WEBB						
Y4 I12	21112CT	12 MJ CAP C153 IMP WEIGHT: 48.0000 LB	3	3			EA	
W3 S9 001	29APLQ	LUBE 1 QT F/WATER/SWR PIPE WEIGHT: 2.0000 LB	1	1			EA	
C1 S3 001	29APGLS	GASKET LUBE SWAB WEIGHT: .1400 LB	1	1			EA	
		TOTAL WEIGHT: 5380.91						
END OF ORDER								
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



V469721066387

RECEIVED BY SIGNATURE: _____
 PRINT NAME HERE: _____

Dash...

Order

V545229

66387 - Smith & Brown Contractors, Inc.

Invoice - V545229 - [Related Order \(/orders/related/V469721\)](#)

Print

Order | Invoice

Customer #	Customer Name	Order #	Date Ordered	Date Shipped	Invoice Date	Entered By	Branch #	Ordered By
66387	SMITH & BROWN CONTRACTORS	V545229	August 16, 2024	September 5, 2024	September 6, 2024	MW5	506	WEBB

Job #	Job Name	PO #	Method of Shipment	Ship Via	Ship To	Status	Paid Status
S726363	HUNTER SWR IMP	HUNTER SEWER SYS IMP	Pickup		Branch - 506 3165 Production Dr Fairfield, OH 45014	Invoiced	Unpaid

Quantity ↓	Product / Part # ↓	Description ↓	UOM ↓	Price ↓	Ext Price ↓	Qty on Order ↓	Quantity Shipped ↓
3	21112R06F	12"X6" MJXFLANGE REDUCER	EA	\$460.00	\$920.00	1	2

Special Instructions
DONNIE 513.678.0367

Sub Total	Tax Amount	Other Charges	Total
\$920.00	\$0.00	\$0.00	\$920.00

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Build 1.48.2.20345.2024.09.11.11.18.S10000

Dash...

Order

V560469

66387 - Smith & Brown Contractors, Inc.

Invoice - V560469

[Print](#)

Order Invoice

Customer #	Customer Name	Order #	Date Ordered	Date Shipped	Invoice Date	Entered By	Branch #	Ordered By
66387	SMITH & BROWN CONTRACTORS	V560469	August 30, 2024	September 5, 2024	September 6, 2024	2AS	506	DONNY

Job #	Job Name	PO #	Method of Shipment	Ship Via	Ship To	Status	Paid Status
		BYPASS	Pickup		Branch - 506 3165 Production Dr Fairfield, OH 45014	Invoiced	Unpaid

Quantity ↓	Product / Part # ↓	Description ↓	UOM ↓	Price ↓	Ext Price ↓	Qty on Order ↓	Quantity Shipped ↓
2	45MS3636CB	36X36 MS PLASTIC METER TILE MS3636CB / MID STATES PLASTICS00362003 0036-36	EA	\$333.67	\$667.34		2
2	45RMBCP	20 MONITOR RING ONLY PR	EA	\$209.00	\$418.00		2
2	4536MONT	FL36 MONITOR COV FLG 36" TILE	EA	\$560.74	\$1,121.48		2
2	45L20	MONITOR COVER STD TOP LID 20"	EA	\$140.79	\$281.58		2

Special Instructions

CUSTOMER WILL PICKUP TUESDAY

Sub Total	Tax Amount	Other Charges	Total
\$2,488.40	\$161.74	\$0.00	\$2,650.14

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Build 1.48.2.20345.2024.09.11.11.18.S10000

INVOICE

Valley Asphalt Corp.
 11641 MOSTELLER RD
 CINCINNATI, OH 45241
 513-326-6726

43609

INVOICE 144587
 Location: 0228
 Date: 8/30/2024
 Net 30 Days
 HUNTER

SMITH & BROWN CONTRACTORS
 9570 STATE ROUTE 128
 ATT: MR. DOUG STEWART
 HARRISON, OH 45030

Remit Amt: _____
 Remit To:
 PO Box 630048
 Cincinnati, OH 45263-0048

23,000
700.53

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Tax Amount	Total
				Rate	Amount	Rate	Amount		
79362	8/20/2024	301107 301 Base	8.10	73.00	591.30	0.00	0.00	39.01	631.21
79381	8/29/2024	148109 448 TY1 Surf	5.01	80.00	400.80	0.00	0.00	27.05	427.85
Subtotal			13.11	Ton	992.10		0.00	66.96	1,059.06
Invoice Total			13.11		992.10		0.00	66.96	1,059.06

Total Invoice: 1,059.06

INVOICE 144587

Due Date: 9/29/2024



Valley Asphalt Corp.
309 Industrial Dr.
Franklin, OH 45005
513-326-3524

08/29/2024

Ticket #:

10:12 am

79381

Location: 0228 VAC Franklin
 Customer: 43609 - SMITH & BROWN CONTRACTORS
 9570 STATE ROUTE 128ATT: MR. DOUG STEWART
 HARRISON, OH 45030

Order: HUNTER
 Hunter

Product: 148109 448 TY1 Surf

JMF:

Directions:

Carrier: 43609 SMITH & BROWN CONTRACTORS
 Vehicle: 7 7

	Pounds	Tons
Gross	39800	19.90
Tare	29780	14.89
Net	10020	5.01
This Load	5.01	Ton
Loads Today	1	
US Ton Total	5.01	

Freight	\$ 0.00	\$ 0.00
---------	---------	---------

Weighmaster: PLT0228

Dispatch #: 0

In lieu of a driver signature, an assigned truck number verifies the acceptance of this load, and the terms and conditions of sale.

STAY SAFE & THANKS FOR YOUR BUSINESS

I AGREE THAT I AM SOLELY RESPONSIBLE FOR ENSURING THAT THE LOAD ON MY TRUCK COMPLIES WITH ALL APPLICABLE WEIGHT LIMITS
 I AGREE TO HOLD HARMLESS AND INDEMNIFY Valley Asphalt Corp FOR ALL DAMAGES, FINES, CLAIMS, EXPENSES, OR COST ARISING OF OR IN ANY WAY CONNECTED WITH MY TRUCKS EXCEEDING ANY APPLICABLE WEIGHT LIMITS



Valley Asphalt Corp.
309 Industrial Dr.
Franklin, OH 45005
513-326-3524

08/29/2024

Ticket #:

10:12 am

79381

Location: 0228 VAC Franklin
 Customer: 43609 - SMITH & BROWN CONTRACTORS
 9570 STATE ROUTE 128ATT: MR. DOUG STEWART
 HARRISON, OH 45030

Order: HUNTER
 Hunter

Product: 148109 448 TY1 Surf

JMF:

Directions:

Carrier: 43609 SMITH & BROWN CONTRACTORS
 Vehicle: 7 7

	Pounds	Tons
Gross	39800	19.90
Tare	29780	14.89
Net	10020	5.01
This Load	5.01	Ton
Loads Today	1	
US Ton Total	5.01	

Freight	\$ 0.00	\$ 0.00
---------	---------	---------

Weighmaster: PLT0228

Dispatch #: 0

In lieu of a driver signature, an assigned truck number verifies the acceptance of this load, and the terms and conditions of sale.

STAY SAFE & THANKS FOR YOUR BUSINESS

I AGREE THAT I AM SOLELY RESPONSIBLE FOR ENSURING THAT THE LOAD ON MY TRUCK COMPLIES WITH ALL APPLICABLE WEIGHT LIMITS
 I AGREE TO HOLD HARMLESS AND INDEMNIFY Valley Asphalt Corp FOR ALL DAMAGES, FINES, CLAIMS, EXPENSES, OR COST ARISING OF OR IN ANY WAY CONNECTED WITH MY TRUCKS EXCEEDING ANY APPLICABLE WEIGHT LIMITS



Valley Asphalt Corp.
309 Industrial Dr.
Franklin, OH 45005
513-326-3524

08/29/2024

Ticket #:

8:44 am

79362

Location: 0228 VAC Franklin
 Customer: 43609 - SMITH & BROWN CONTRACTORS
 9570 STATE ROUTE 128ATT: MR. DOUG STEWART
 HARRISON, OH 45030

Order: HUNTER
 Hunter

Product: 301107 301 Base

JMF:

Directions:

Carrier: 43609 SMITH & BROWN CONTRACTORS
 Vehicle: 7 7

	Pounds	Tons
Gross	46000	23.00
Tare	29800	14.90
Net	16200	8.10
This Load	8.10	Ton
Loads Today	1	
US Ton Total	8.10	

Freight	\$ 0.00	\$ 0.00
---------	---------	---------

Weighmaster: PLT0228

Dispatch #: 0

In lieu of a driver signature, an assigned truck number verifies the acceptance of this load, and the terms and conditions of sale.

STAY SAFE & THANKS FOR YOUR BUSINESS

I AGREE THAT I AM SOLELY RESPONSIBLE FOR ENSURING THAT THE LOAD ON MY TRUCK COMPLIES WITH ALL APPLICABLE WEIGHT LIMITS
 I AGREE TO HOLD HARMLESS AND INDEMNIFY Valley Asphalt Corp FOR ALL DAMAGES, FINES, CLAIMS, EXPENSES, OR COST ARISING OF OR IN ANY WAY CONNECTED WITH MY TRUCKS EXCEEDING ANY APPLICABLE WEIGHT LIMITS



Valley Asphalt Corp.
309 Industrial Dr.
Franklin, OH 45005
513-326-3524

08/29/2024

Ticket #:

8:44 am

79362

Location: 0228 VAC Franklin
 Customer: 43609 - SMITH & BROWN CONTRACTORS
 9570 STATE ROUTE 128ATT: MR. DOUG STEWART
 HARRISON, OH 45030

Order: HUNTER
 Hunter

Product: 301107 301 Base

JMF:

Directions:

Carrier: 43609 SMITH & BROWN CONTRACTORS
 Vehicle: 7 7

	Pounds	Tons
Gross	46000	23.00
Tare	29800	14.90
Net	16200	8.10
This Load	8.10	Ton
Loads Today	1	
US Ton Total	8.10	

Freight	\$ 0.00	\$ 0.00
---------	---------	---------

Weighmaster: PLT0228

Dispatch #: 0

In lieu of a driver signature, an assigned truck number verifies the acceptance of this load, and the terms and conditions of sale.

STAY SAFE & THANKS FOR YOUR BUSINESS

I AGREE THAT I AM SOLELY RESPONSIBLE FOR ENSURING THAT THE LOAD ON MY TRUCK COMPLIES WITH ALL APPLICABLE WEIGHT LIMITS
 I AGREE TO HOLD HARMLESS AND INDEMNIFY Valley Asphalt Corp FOR ALL DAMAGES, FINES, CLAIMS, EXPENSES, OR COST ARISING OF OR IN ANY WAY CONNECTED WITH MY TRUCKS EXCEEDING ANY APPLICABLE WEIGHT LIMITS

Watson Gravel, Inc.

P.O. Box 277
Ross, OH 45061
513-863-0070

INVOICE

INVOICE 849360

PAGE 1

DATE 8/31/2024

TERMS Net 30 Days

ACCT NO. 64000

SOLD TO

SMITH & BROWN CONTR INC
9570 ST. RT. 128
HARRISON, OH 45030

Plant: MIDDLETOWN

Job#: MI200

DUMP FEE

Tax Code: BU

PO: JOHN MEYER

23005 200.03

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Aml	Tax Amount	Total
				Rate	Amount	Rate	Amount				
5336880	8/28/2024	DUMP FEES/SINGLE AXLI	1.00	40.00	40.00	0.00	0.00			2.60	42.00
Subtotal			1.00	Load	\$40.00		\$0.00			\$2.60	\$42.60
Invoice Total			1.00		\$40.00		\$0.00			(2.60)	\$42.60

Total Invoice ----- > \$42.60

7:00 - 4:30 MON-FRI

WATSON GRAVEL, INC.

P.O. BOX 277
ROSS, OHIO 45061-0277
(513) 863-0070

8/28/2024

2:24:11PM

Ticket No.

5336880

Location: 5

MIDDLETOWN

513-422-3781

ODOT PREQUALIFIED
AGGREGATE SUPPLIER

Customer 64000 SMITH & BROWN CONTR INC

Job/Order DUMP FEE
MI200

BB

Product 200 DUMP FEES/SINGLE AXLE
P.O. JOHN MEYER

Carrier

Vehicle SB7 SMITH & BROWN

Driver

I am solely responsible for not exceeding any applicable weight limits for my truck,
and hold harmless and indemnify Watson Gravel, Inc. for all damages, fines,
claims, expenses, or cost arising from my failure to comply with these weight limits.

Received _____

	Pounds	Metric
Gross	0	0.00
Tare	0	0.00
Net	0	0.00
1.00 Load		
Today Loads		0
Today Qty		0.00

FUEL SURCHARGE MAY APPLY

	Qty	Rate	Amount
Product	1.00 Load		
Freight			
Tax	BU		
Total			

NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY
WHERE DELIVERY IS MADE INSIDE OF CURB.

7:00 - 4:30 MON-FRI

WATSON GRAVEL, INC.

P.O. BOX 277
ROSS, OHIO 45061-0277
(513) 863-0070

8/28/2024

2:24:11PM

Ticket No.

5336880

Location: 5

MIDDLETOWN

513-422-3781

ODOT PREQUALIFIED
AGGREGATE SUPPLIER

Customer 64000 SMITH & BROWN CONTR INC

Job/Order DUMP FEE
MI200

BB

Product 200 DUMP FEES/SINGLE AXLE
P.O. JOHN MEYER

Carrier

Vehicle SB7 SMITH & BROWN

Driver

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and hold harmless and indemnify Watson Gravel, Inc. for all damages, fines,
claims, expenses, or cost arising from my failure to comply with these weight limits.

Received _____

	Pounds	Metric
Gross	0	0.00
Tare	0	0.00
Net	0	0.00
1.00 Load		
Today Loads		0
Today Qty		0.00

FUEL SURCHARGE MAY APPLY

	Qty	Rate	Amount
Product	1.00 Load		
Freight			
Tax	BU		
Total			

NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY
WHERE DELIVERY IS MADE INSIDE OF CURB.

Watson Gravel, Inc.
P.O. Box 277
Ross, OH 45061
513-863-0070

INVOICE

INVOICE 849359
PAGE 1
DATE 8/31/2024
TERMS Net 30 Days
ACCT NO. 64000

SOLD TO

SMITH & BROWN CONTR INC
9570 ST.RT. 128
HARRISON , OH 45030

Plant: MIDDLETOWN
Job#: MI1PU
MATERIAL PICKED UP
Tax Code: BU
PO: HUNTER

22,025.200,00

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
5336762	8/27/2024	304 CRUSHED GRAVEL	17.93	16.50	295.85	0.00	0.00			19.23	315.08
Subtotal			17.93	Ton	\$295.85		\$0.00			\$19.23	\$315.08
Invoico Total			17.93		\$295.85		\$0.00			\$19.23	\$315.08

Total Invoice ----- > \$315.08

7:00 - 4:30 MON-FRI

WATSON GRAVEL, INC.

P.O. BOX 277
ROSS, OHIO 45061-0277
(513) 863-0070

Ticket No.

5336782

8/27/2024

1:51:36PM

Location: 5

MIDDLETOWN

513-422-3781

ODOT PREQUALIFIED
AGGREGATE SUPPLIER

Customer 64000 SMITH & BROWN CONTR INC

Job/Order MATERIAL PICKED UP

MI1PU

BB

Product 04 304 CRUSHED GRAVEL

P.O. HUNTER

Carrier

Vehicle SB7 SMITH & BROWN

Driver _____

I am solely responsible for not exceeding any applicable weight limits for my truck, and hold harmless and indemnify Watson Gravel, Inc. for all damages, fines, claims, expenses, or cost arising from my failure to comply with these weight limits.

Received _____

	Pounds	Metric
Gross	65400	29.66
Tare	29540	13.40
Net	35860	16.27
17.93 Ton		
Today Loads		1
Today Qty		17.93

FUEL SURCHARGE MAY APPLY

	Qty	Rate	Amount
Product	17.93 Ton		
Freight			
Tax	BU		
Total			

NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY WHERE DELIVERY IS MADE INSIDE OF CURB.

7:00 - 4:30 MON-FRI

WATSON GRAVEL, INC.

P.O. BOX 277
ROSS, OHIO 45061-0277
(513) 863-0070

Ticket No.

5336782

8/27/2024

1:51:36PM

Location: 5

MIDDLETOWN

513-422-3781

ODOT PREQUALIFIED
AGGREGATE SUPPLIER

Customer 64000 SMITH & BROWN CONTR INC

Job/Order MATERIAL PICKED UP

MI1PU

BB

Product 04 304 CRUSHED GRAVEL

P.O. HUNTER

Carrier

Vehicle SB7 SMITH & BROWN

Driver _____

I am solely responsible for not exceeding any applicable weight limits for my truck, and hold harmless and indemnify Watson Gravel, Inc. for all damages, fines, claims, expenses, or cost arising from my failure to comply with these weight limits.

Received _____

	Pounds	Metric
Gross	65400	29.66
Tare	29540	13.40
Net	35860	16.27
17.93 Ton		
Today Loads		1
Today Qty		17.93

FUEL SURCHARGE MAY APPLY

	Qty	Rate	Amount
Product	17.93 Ton		
Freight			
Tax	BU		
Total			

NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY WHERE DELIVERY IS MADE INSIDE OF CURB.

Watson Gravel, Inc.

P.O. Box 277
Ross, OH 45061
513-863-0070

INVOICE

INVOICE 849358

PAGE 1

DATE 8/31/2024

TERMS Net 30 Days

ACCT NO. 64000

SOLD TO

SMITH & BROWN CONTR INC
9570 ST.RT. 128
HARRISON, OH 45030

23005 200 03

Plant: Ross
Job#: RS1PU
MATERIAL PICKED UP
Tax Code: BU
PO: HUNTER

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
1036700	8/27/2024	FILL SAND	17.85	7.00	124.95	0.00	0.00			8.12	133.07
Subtotal			17.85	Ton	\$124.95		\$0.00			\$8.12	\$133.07
Invoice Total			17.85		\$124.95		\$0.00			(8.12)	\$133.07

Total Invoice ----- > \$133.07

7:00 - 4:30 MON-FRI
7:00 - NOON SAT
ODOT PREQUALIFIED
AGGREGATE SUPPLIER

WATSON GRAVEL, INC.
P.O. BOX 277
ROSS, OHIO 45061-0277
(513) 863-0070

8/27/2024 12:42:28PM Ticket No. **1636799**
Location: 1 Ross

Customer 64000 SMITH & BROWN CONTR INC
Job/Order MATERIAL PICKED UP
RS1PU

	Pounds	Metric
Gross	65520	29.72
Tare	29820	13.53
Net	35700	16.19
17.85 Ton		
Today Loads		1
Today Qty		17.85

PB

Product 03 FILL SAND
P.O. HUNTER

Carrier

Vehicle SB07 SMITH & BROWN

Driver _____

I am solely responsible for not exceeding any applicable weight limits for my truck, and hold harmless and indemnify Watson Gravel, Inc. for all damages, fines, claims, expenses, or cost arising from my failure to comply with these weight limits.

Received _____

FUEL SURCHARGE MAY APPLY

	Qty	Rate	Amount
Product	17.85 Ton		
Freight			
Tax	BU		
Total			

NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY
WHERE DELIVERY IS MADE INSIDE OF CURB.

7:00 - 4:30 MON-FRI
7:00 - NOON SAT
ODOT PREQUALIFIED
AGGREGATE SUPPLIER

WATSON GRAVEL, INC.
P.O. BOX 277
ROSS, OHIO 45061-0277
(513) 863-0070

8/27/2024 12:42:28PM Ticket No. **1636799**
Location: 1 Ross

Customer 64000 SMITH & BROWN CONTR INC
Job/Order MATERIAL PICKED UP
RS1PU

	Pounds	Metric
Gross	65520	29.72
Tare	29820	13.53
Net	35700	16.19
17.85 Ton		
Today Loads		1
Today Qty		17.85

FUEL SURCHARGE MAY APPLY

PB

Product 03 FILL SAND
P.O. HUNTER

Carrier

Vehicle SB07 SMITH & BROWN

Driver _____

I am solely responsible for not exceeding any applicable weight limits for my truck, and hold harmless and indemnify Watson Gravel, Inc. for all damages, fines, claims, expenses, or cost arising from my failure to comply with these weight limits.

Received _____

	Qty	Rate	Amount
Product	17.85 Ton		
Freight			
Tax	BU		
Total			

NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY
WHERE DELIVERY IS MADE INSIDE OF CURB.



SMITH & BROWN CONTRACTORS, INC.

9570 S.R. 128 Harrison, OH 45030 Phone 513.738.0077 Fax 513.738.2244

Summary of Cost

Hunter Sewer - Bypass Manhole Credit

Date	Description of Work	Labor					Utilized Equipment				
		Foreman (hrs)	"A" Operator (hrs)	"B" Operator (hrs)	Laborer (hrs)	Pipe Layer (hrs)	Cat 321D LCR Excavator	Foreman Truck	Cat 289D Track Skid Steer		
	Furnish & Install Manhole	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00		
	Furnish & Install 12" DIP to Bypass Manhole	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00		
		9.00	9.00	9.00	9.00	9.00	9.00	-	9.00	-	9.00

Summary

Labor	Qty	Unit	Hourly Cost Rate	Total Cost
Foreman	9.00	HR	\$77.72	\$699.48
Hoe Operator	9.00	HR	\$71.13	\$640.17
Loader Operator	9.00	HR	\$70.99	\$638.91
Laborer	9.00	HR	\$58.48	\$526.32
Pipe Layer	9.00	HR	\$58.69	\$528.21
Labor Cost Subtotal				\$3,033.09
OVH&P per Contract Docs 15%				\$454.96
Labor Total				\$3,488.05

Equipment	Qty	Unit	Ownership Rate	Operating Expense Rate	Total
Cat 245B Series II Excavator	-	HR	\$97.61	\$134.00	\$0.00
Cat 352F Excavator	-	HR	\$92.30	\$127.00	\$0.00
Cat 335F LCR Excavator	-	HR	\$52.36	\$71.25	\$0.00
Cat 321D LCR Excavator	9.00	HR	\$52.41	\$61.35	\$1,023.84
Cat 225 BLC Excavator	-	HR	\$39.37	\$57.23	\$0.00
Cat 312 DL Excavator	-	HR	\$36.56	\$43.68	\$0.00
Cat 308E2 Excavator	-	HR	\$30.54	\$33.75	\$0.00
Cat 963C Track Loader	-	HR	\$60.27	\$76.30	\$0.00
Cat 926M Wheel Loader	-	HR	\$29.97	\$43.10	\$0.00
Cat IT14G Wheel Loader	-	HR	\$27.32	\$31.27	\$0.00
Cat 420D IT Backhoe	-	HR	\$22.73	\$27.62	\$0.00
Cat 289D Track Skid Steer	9.00	HR	\$27.98	\$27.92	\$503.10
Cat 815B Compactor	-	HR	\$93.01	\$71.01	\$0.00
Quad Axle Dump Truck	-	HR	\$61.00	\$54.00	\$0.00
Trail King TK50LP Drag	-	HR	\$17.50	\$3.75	\$0.00
Foreman Truck	9.00	HR	\$10.15	\$11.72	\$196.83

Sihl TS420 Concrete Saw	-	HR	\$8.50	\$1.50	\$0.00
Towable Generator 14KW, Diesel	-	HR	\$14.98	\$5.20	\$0.00
Honda 2000W Generator	-	HR	\$3.55	\$3.00	\$0.00
2" Trash Pump	-	HR	\$5.35	\$1.90	\$0.00
3" Trash Pump	-	HR	\$6.68	\$2.75	\$0.00
2 2/3" Layflat Hose (50' Segment)	-	HR	\$3.25		\$0.00
Wacker 1550A Plate Compactor	-	HR	\$8.50	\$2.25	\$0.00
Post Hole Auger	-	HR	\$5.75	\$2.25	\$0.00
Topcon Pipe Laser	-	HR	\$10.75		\$0.00
Topcon Transit	-	HR	\$5.20		\$0.00
Trench Box (8x16)	-	HR	\$18.75		\$0.00
Equipment Subtotal					\$1,723.77
OVH&P per Contract Docs					15%
Equipment Total					\$1,982.34

Rented Equipment	Qty	Unit	Rate (Invoice)	Total
				\$0.00
				\$0.00
Rented Equipment Subtotal				\$0.00
OVH&P per Contract Docs				15%
Rented Equipment Total				\$0.00

Idle Equipment	Qty	Unit	Ownership Rate	Operating Expense Rate	Total
					\$0.00
					\$0.00
Idle Equipment Subtotal					\$0.00

Material	Qty	Unit	Unit Cost	Total
Precast Manhole, Frame & Grate	1	EA	\$ 1,272.35	\$ 1,272.35
#57 Gravel	10	TN	\$ 24.50	\$ 245.00
12" DIP	10	LF	\$ 82.04	\$ 820.40
Misc Fittings/Check Valves/Etc	1	LS	\$ 4,398.85	\$ 4,398.85
Material Cost Subtotal				\$ 6,736.60
Tax Rate				0%
OVH&P per Contract Docs				15%
Material Total				\$7,747.09

Subcontractor	Qty	Unit	Unit Cost	Total
				\$0.00
				\$0.00
Subcontractor Cost Subtotal				\$0.00
OVH&P per Contract Docs				5%
Subcontractor Total				\$0.00

Other Charges	Qty	Unit	Unit Cost	Total
				\$ -
				\$ -
Total				\$ -

Total Cost	\$11,493.46
Total Contractor Markup	\$1,724.02
Total	\$13,217.48

Resolution

Number 24-1512

Adopted Date November 05, 2024

ENTERING INTO AN AGREEMENT WITH MP2 ENERGY LLC, A SHELL ENERGY NORTH AMERICA SUBSIDIARY FOR ELECTRIC GENERATION SERVICES TO VARIOUS FACILITIES WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, WARREN COUNTY PARK DISTRICT, WARREN COUNTY TELECOMMUNICATIONS, AND WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, pursuant to Warren County Park Board Resolution #04-0013 adopted, November 20, 2013, the Park Board authorized the Warren County Board of Commissioners to act on behalf of the Warren County Park District to enter into a contract for Electric Generation Service at Parks within Warren County; and

WHEREAS, proposals were solicited and received for electric generation services at various facilities within the Warren County Water and Sewer Department, Warren County Park District, Warren County Telecommunications, and the Warren County Engineer's Office; and

WHEREAS, following a review of the submitted proposals, MP2 Energy LLC, a Shell Energy North America Subsidiary has been determined to offer the most competitive and advantageous pricing; and

WHEREAS, a MESA (Master Energy Sales Agreement) has been developed with MP2 Energy LLC; and

WHEREAS, Duke Energy and AES Ohio (formerly Dayton Power & Light Company) will provide billing services for MP2 Energy LLC, and Purchase Orders 24000753, 24000972, 24000748 and 24000846 have previously been approved for these utilities.

NOW THEREFORE BE IT RESOLVED, to enter into agreement with MP2 Energy LLC, a Shell Energy North America Subsidiary for electric generation services; copy of said agreement is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: c/a—MP2 Energy LLC
Water/Sewer (file)
Engineer's Office (file)

Telecommunications (file)
Park District (file)



Cover Sheet to Master Energy Sales Agreement

This contract is not binding until such time that it is executed by both Parties.

In order for contract to be executed by Seller, customer must:

- Complete Billing & Contact Information Page
- Sign the Signature Page of the Master Agreement and the Transaction Confirmation(s)
- Add your address for Legal Notices under your signature
- In the event that an agent is signing on behalf of Customer, have agent sign Agency Block found under the signature blocks

Upon receipt of executed agreement, Seller will:

- Countersign both the MSA and the Transaction Confirmation(s)
- Schedule to enroll your Delivery Point(s)
- Hedge the power sold to you



MASTER ENERGY SALES AGREEMENT

This Master Energy Sales Agreement (the “MSA” or “Master Agreement”) is entered into by and between MP2 Energy LLC, a Shell Energy North America Subsidiary and an authorized agent for its Applicable Licensed Subsidiary in each instance (the Applicable Licensed Subsidiary, the “Seller”), and Warren County Board Of Commissioners (“Customer”). Seller and Customer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1.1 Form and Construction of Agreement. The terms of this MSA apply to all end-use sales of Energy by Seller to Customer (each sale a “Transaction”). Each Transaction shall be memorialized with a written confirm executed by the Seller and Customer (each a “Transaction Confirmation” or a “TC”). Each TC will include the commercial terms of the Transaction, including but not limited to the Delivery Period, Contract Price, contract quantities in MWh, costs and EDC Regulatory Charges, Delivery Points and any other special provisions agreed to between the Parties. Customer’s execution of a TC shall constitute an offer from Customer to Seller to purchase Energy on the terms set forth in the TC and the MSA. Upon Seller’s execution of the TC Seller shall sell, and Customer shall purchase and receive the Total Contract Quantity pursuant to the terms and conditions of this MSA and any applicable TC during the Delivery Period set forth on an applicable TC. Any conflict between the terms and conditions of this Agreement and a TC shall be resolved in favor of the applicable TC. This MSA, associated TC(s), and any amendments, addendums, annexes to either the MSA or a TC set forth the single integrated “Agreement” among the Parties with respect to the subject matter hereof and thereof, and supersede all prior or contemporaneous agreements and understandings (oral or otherwise) among the Parties with respect to the subject matter hereof and thereof. The Agreement may only be modified by a written agreement signed by both Parties.

1.2 Term. This MSA commences on the date when the first TC hereunder is executed by both Customer and Seller and continues until terminated in writing by both Parties or terminated under Sections 1.7 and 1.8 hereunder, it being the intent of the Parties that even if the MSA is terminated all Transactions between the Parties will be governed by the terms and conditions set forth in this MSA, as such MSA may be amended in writing from time to time and the termination of this MSA shall in no way release a Party from any obligations existing hereunder or under any effective TC prior to the end of a Delivery Period or Renewal Period. Upon expiration of a Delivery Period unless the Parties have executed a new TC with respect to the Delivery Points, Customer shall continue to purchase and receive the Energy delivered to the Delivery Points at the Hold-Over Rate for successive one-month terms (each a “Renewal Period”) until either Party notifies the other Party in writing of its intention to terminate the TC at least twenty (20) days prior to the end of each Renewal Period. Upon timely notice of termination being received by the non-terminating Party, the termination date shall be the next effective drop date after the notice period as permitted by the EDC. The Contract Price during the Renewal Period shall be the Hold-Over Rate set forth on the applicable TC. The terms of this MSA will govern during the Renewal Period(s).

1.3 Title, Risk of Loss and Taxes. Title, liability and risk of loss associated with the Energy purchased and sold hereunder shall pass to Customer at the Delivery Point(s) specified on the applicable TC. Seller is responsible for Taxes arising prior to the Delivery Point and Customer is responsible for Taxes arising at and after the Delivery Point. If Customer claims exemption from Taxes, Customer shall provide Seller a certificate of exemption.

1.4 Performance Assurance. Seller’s entry into this MSA and each Transaction is contingent upon Customer, any guarantor, any successor or any assign maintaining its creditworthiness during the term of any Transaction and any Renewal Period. If Customer’s payment history, credit or financial condition becomes unsatisfactory as determined by Seller in a commercially reasonable manner, Seller may request, and Customer shall furnish Seller, Performance Assurance in a form and amount acceptable to Seller within three (3) Business Days of the request.

1.5 Billing and Payment. The method of billing applicable to a Transaction will be as set forth on a TC and will be either Utility Consolidated Billing (“UCB”), Dual Bill Option (“DBO” or “Dual Billing”) or Supplier Consolidated Billing (“SBO”). If Customer elects UCB Customer’s EDC will invoice Customer monthly for a) the Energy supplied by Seller under this Agreement, b) the EDC Regulatory Charges, and c) any applicable Taxes and payment will be made directly to the EDC by the date specified on the UCB invoice. If Customer elects DBO Customer will instead receive both a monthly invoice from Seller for Energy and a separate monthly invoice from the EDC for EDC Regulatory Charges and Taxes, then following each meter read date, Seller will deliver to Customer an invoice setting forth the charges due for Energy. If available and Customer elects SBO Customer will receive one invoice from Seller for i) Energy supplied by Seller under this Agreement, ii) the EDC Regulatory Charges, and iii) any applicable Taxes and payment will be made directly to Seller by the date specified on the SBO invoice. In

the event that Seller does not receive usage data from the EDC, Seller may reasonably estimate Customer's use and such estimate shall be adjusted when the actual consumption is received from the EDC. In the event of SBO or Dual billing, Seller's invoice will be sent via email or mail to Customer. In the case of SBO or DBO the day the invoice is sent is hereafter referred to as the "Sent Date." Payment shall be made by ACH, wire transfer, or check within 15 days of the Sent Date and unless directed otherwise by Seller. Overdue invoices will accrue interest at the statutory rate referenced for governmental entities in the state in which the Delivery Points are located. With respect to all forms of billing and invoices, Customer is responsible for all reasonable costs and fees incurred by Seller in collecting payment. If Customer disputes any amount on an invoice in good faith, Customer will contact Seller promptly in writing, stating the basis for the dispute and shall pay the undisputed amount by the due date; the amount in dispute may be withheld until the dispute is resolved. If the amount disputed is determined to be correct, it shall be paid (plus interest accrued under the above calculation method) within five (5) Business Days of such determination.

1.6 Force Majeure. If a Party is unable because of Force Majeure to perform its obligations hereunder and that Party gives notice of the event to the other Party as soon as practicable after its occurrence, then the obligations of the Party affected by the event (other than payment for Energy received and performance of other transactions or other obligations incurred before the Force Majeure event) will be suspended for the duration of the Force Majeure event. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, but shall not include inability to pay, an increase or decrease in Taxes or the cost of Energy, the economic hardships of a Party, or the full or partial closure of Customer's facilities, unless such closure itself is due to Force Majeure.

1.7 Events of Default. "Default" means any one of the following: (a) the failure by either Party to make, when due, any payment required under the Agreement and such failure is not remedied within five (5) Business Days after written notice; (b) any assignment or general arrangement for the benefit of creditors made by either Party; or the Bankruptcy or Insolvency of either Party or its guarantor; (c) any unauthorized assignment of a Party's rights or obligations hereunder; (d) failure of a Party to provide Performance Assurance pursuant to the terms of the Agreement and such failure is not remedied within five (5) Business Days after written notice; (e) either Party consolidates or merges into or transfers all or substantially all of its assets to another entity and the resulting transferee or surviving entity fails to assume the obligations of such party under the Agreement; (f) Customer switches to another supplier or otherwise terminates a TC after the date Seller accepts a TC and before the Estimated Start Date as indicated on a TC or Customer switches to another supplier or otherwise terminates a TC after the Estimated Start Date and prior to the end of the Delivery Period; (g) Customer fails to receive all of part of the Total Contract Quantity pursuant to a Transaction and such failure is not excused by Seller's failure to perform or by Force Majeure; or (h) any breach of this Agreement by either Party and such breach is not cured within seven (7) Business Days after written notice. If an event of Default listed in subsection (b) above occurs, the Default will be deemed to have automatically occurred just prior to such event.

1.8 Remedies Upon an Event of Default. In the event of a Default, the non-defaulting Party shall have the right to: (a) accelerate any or all amounts owing between the Parties and liquidate and terminate any and all Transactions hereunder and/or this MSA; (b) withhold any payments due to the defaulting Party; (c) immediately suspend performance under this Agreement; and/or (d) calculate an Early Termination Fee ("ETF"). The ETF shall be due from the defaulting Party to the non-defaulting Party within (5) days of written notice of the ETF ("ETF Notice") being delivered by the non-defaulting Party to the defaulting Party. In the case where Customer is the defaulting Party the ETF is the sum of the positive dollar amount obtained by multiplying (i) Contract Price minus the Underlying Value by (ii) the remaining amount of the Total Contract Quantity that would have been delivered under this Agreement had it not been terminated early plus amounts owed for Energy delivered but not paid plus fees and expenses, including reasonable attorneys' fees incurred by Seller in connection with collecting all amounts due under this Agreement. In the case where Seller is the defaulting Party the ETF is the sum of the net sum of the positive dollar amount obtained by multiplying (i) Underlying Value minus the Contract Price by (ii) the remaining amount of the Total Contract Quantity that would have been delivered under this Agreement had it not been terminated early less amounts owed for Energy delivered, but not paid plus fees and expenses, including reasonable attorneys' fees incurred by Customer in connection with collecting all amounts due under this Agreement. The provisions of this section shall be without prejudice and shall be in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise). If Customer has elected to terminate this Agreement due to Seller's Default such termination shall be rescinded and of no force and effect if Shell Energy North America (US), L.P. (SENA) elects, during the cure period afforded Seller under this Agreement, to cure the Default or to take an assignment of this Agreement and assume Seller's duties and obligations under this Agreement. The Parties agree that the ETF constitutes a

reasonable approximation of damages and is not a penalty or punitive in any respect. Seller may, but is not required to, physically liquidate a Transaction or enter into a replacement transaction to determine the ETF.

1.9 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE.

1.10 Representations and Warranties. As a material inducement to entering into this MSA and each Transaction hereunder, each of the following is made upon execution of this Agreement and are deemed to be repeated each time a TC or additional agreement is entered into by the Parties:

A. Each Party, with respect to itself, represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (c) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (d) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it.

B. Customer further represents and warrants to Seller as follows: (a) Customer's claims of exemption from Taxes, if any, are consistent with the laws and regulations of the applicable taxing authorities; (b) it fully understands its rights and obligations under this Agreement; (c) the Person executing this MSA and each TC is expressly authorized to enter into and bind Customer; (d) it shall provide Seller all information reasonably required to substantiate its usage requirements, which in substantial part form the basis for the calculation of charges for the Transactions entered into hereunder and execution of this MSA constitutes an authorization for release of Customer's information from the EDC or other applicable third parties including but not limited to the Utility Account Number(s), data about meter readings, rate class and electric usage, the Customer's name, address(es) and telephone number; (e) any usage information and utility class information provided is true and accurate as of the date furnished and as of the effective date of the Agreement; and (f) it is the intended end-use customer for all Energy purchased under this Agreement and it has entered into this Agreement for non-speculative purposes, and will not resell any of the Energy purchased under this Agreement.

C. Customer further affirms, represents and warrants that it is not a residential or small commercial customer (as those terms are defined in the jurisdiction(s) applicable to the Transaction) and the Delivery Points hereunder are not classified as such.

1.11 Confidentiality. Unless in response to a request under a public records act of the state in which the Delivery Points are located, neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement except that: a) a Party may disclose the terms of this Agreement to any of its employees, consultants and advisors who have a reasonable need to know the information in order to allow the Party to perform its obligations under this Agreement; and b) Seller may disclose the terms of this Agreement to its affiliates, including but not limited to Shell Energy North America (US), LP ("SENA").

1.12 Material Regulatory Changes. In the event that after the date of execution of this MSA, there is a change in law, including an administrative regulation, rule, design or structure, order, judicial decision, ISO protocol, or statute imposed, implemented, or otherwise administered by a Regulatory Body, or a change in an interpretation, operation, procurement practice, administration, material change in existing reliability charges or costs, or application of any of the foregoing (each a "Material Regulatory Change" or "MRC"), and as a result of the MRC, Seller incurs material incremental costs in order to maintain the same level, location and/or quantity of services contemplated under this Agreement, then Seller shall pass through the cost of such MRC, without markup, to Customer and Customer shall pay such cost to Seller.

1.13 On-site Generation Customer hereby represents and warrants that it has disclosed and accounted for all current or planned "behind-the-meter" distributed generation, storage, and net metering at its place of business and/or with respect to any Delivery Point location. Customer also covenants and agrees to promptly notify Seller if, after the Effective Date hereof, Customer adds, removes, increases or decreases "behind-the-meter" distributed generation, storage, and net metering at its place of business and/or with respect to any Delivery Point.



1.14 Governing Law. The Agreement between the Parties shall be governed by and construed in accordance with the laws of the State set forth on the applicable TC, without reference to principles of conflict of laws.

1.15 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS MSA AND ANY TRANSACTION HEREUNDER.

1.16 Severability; Counterparts; Electronic Signature. In the event any provision of this MSA or any TC is found to be invalid or unenforceable, such provision shall be invalid and unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision. This MSA and any TC may be executed in multiple counterparts and exchanged via email or facsimile and shall be construed as one as of the date it is executed by both Parties.

1.17 Survival. The applicable provisions of the Agreement shall continue in effect and survive the termination of the Agreement to the extent necessary to provide for final accounting, invoicing, billing, billing adjustments, resolution of any billing disputes, realization of any collateral or other performance assurance, set-off, final payments, or payments pertaining to liability obligations arising from acts or events that occurred in connection with the Agreement prior to termination.

1.18 Assignment. The Agreement shall be binding upon and shall inure to the benefit of, and may be performed by, the successors and assigns of the Parties, except that, no assignment by either Party shall operate to release the assignor from any of its obligations under the Agreement, unless: (a) the other Party consents in writing to such assignment and releases, the assignor from any of its obligations hereunder (such assignment not to be unreasonably withheld or delayed); or (b) such transfer is incident to a merger or consolidation with, or transfer of all, or substantially all, of the assets of the transferor to another Person that shall have the financial capability to assume, and who does assume all of the obligations of the assignor under the Agreement. Customer acknowledges that under some circumstances Seller may be required to assign Seller's future interests, rights, and obligations in the Agreement to SENA, and Customer hereby consents to any such assignment.

1.19 Forward Contract; Master Netting Agreement. Each Party acknowledges and agrees (a) that this Agreement constitutes a forward contract and a master netting agreement as defined by the United States Bankruptcy Code (the "Code"); (b) each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code; (c) Seller is not a "utility" as defined in Section 366 of the Code; (d) each Party waives and agrees not to assert the applicability of the provision of such Section 366 in any bankruptcy proceeding wherein such Party is a debtor; and (e) this is an agreement for the sale and purchase of a commodity and nothing in this Agreement shall be construed as creating any other relationship between the Parties other than that of independent contractors.

1.20 Anti-Corruption. Each Party represents, warrants and covenants to the other that: (i) it will comply with the Anti-Corruption Laws (as defined herein) with respect to all transactions under this Agreement; (ii) it has not made and will not make, offer, authorize, or accept any payment, gift, or other benefit, directly or indirectly (whether via its affiliates, agents, contractors or other third parties), to or from any government official or any other Person for the purpose of facilitating or carrying out any transaction hereunder which would violate the Anti-Corruption Laws; (iii) it will promptly notify the other Party if it becomes aware of any violation of the Anti-Corruption Laws in connection with any transaction hereunder, subject to the preservation of legal privilege; and (iv) except as the other Party may agree in writing, all payments payable to a Party pursuant to this Agreement shall be made only to the account of such Party, and not to the account of any other Person.

1.21 Notices. All notices will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or facsimile to the address set forth below each Parties' signature and shall be effective upon receipt; provided however, that any notice of termination may only be sent by hand or by overnight courier service and, if Customer terminates the Agreement due to an alleged breach by Seller, a copy must be simultaneously delivered to SENA, 1000 Main, Level 12 Houston, Texas 77002 Attn: Contracts North America, Facsimile: 713-767-5414. Either Party may change its address for notice by advising the other Party in writing. In the event Customer fails to add its address below its signature on this MSA, Customer agrees that the billing address of the Customer shall be the legal notices address and hereby waives any objection to that address as the legal notices address and any claim that the address is not the proper legal notice address.



1.22 Additional Definitions. The following definitions shall apply hereunder whether stated in the singular or plural. Any capitalized terms not defined in this Master Agreement are defined in the TC or shall have the meaning set forth in the applicable EDC /utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meaning customarily attributed to it in the electricity industry.

“Anti-Corruption Laws” mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable laws that prohibit money laundering, or otherwise dealing in the proceeds of crime, or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to any government official or any other Person, or tax evasion.

“Applicable Licensed Subsidiary” means MP2 Energy Texas LLC d/b/a Shell Energy Solutions and/or MP2 Energy NE LLC d/b/a Shell Energy Solutions, and/or MP2 Energy NE LLC d/b/a Shell Energy Solutions Retail Services.

“Bankrupt” or “Bankruptcy” means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a bankrupt, Insolvent, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or Insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received. Any reference to “days” means calendar days.

“Capacity Charge” means the product of the applicable capacity rate and capacity quantity for the utility account as determined by the EDC/ISO or otherwise.

“Contract Price” means that “Contract Price” set forth on a TC.

“Delivery Point” means each of Customer’s meters associated with the “Utility Account Number” as listed on a TC, or any replacement account number issued by the ISO/ EDC/utility from time to time.

“Delivery Period” means the period during which Seller has agreed to sell and Customer has agreed to buy Energy for the Delivery Point(s) as set forth on a TC.

“EDC” means the utility or entity that has control of the transmission and / or distribution system and associated metering that is connected to a Utility Account Number.

“EDC Regulatory Charges” means those costs listed on a TC as “Pass-through charges” which are levied by an EDC and taxing authorities and shall be invoiced to Customer on an actual cost basis without any markup.

“Energy” means electric energy and related products and services and includes transmission and capacity in certain markets.

“Estimated Start Date” shall have the meaning set forth on a TC.

“Hold-over Rate” means the applicable rate set forth on a TC, that Customer agrees to pay for Energy delivered to the Delivery Points during the automatic Renewal Period.

“Insolvent” or “Insolvency” means with respect to any Party, when such Party shall be unable to pay liabilities as they mature, or such entity shall admit in writing its inability to pay its debts generally as they become due.

“ISO” means the applicable Independent System Operator as identified on each TC.

“Performance Assurance” means collateral in the form of cash, irrevocable standby letter(s) of credit, corporate guaranty, or other security all as reasonably acceptable to Seller.

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, governmental authority or agency or other form or legal entity.

“Regulatory Body” means any ISO, EDC, state utility commission, FERC, CFTC or other similar body or federal, state, local, municipal or other governmental, regulatory or administrative agency, commission or any authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any Transaction.

“Taxes” means any and all sales, use, gross receipts, ad valorem, franchise, excise, or any other taxes or similar charges imposed by any governmental authority on, or with respect to the Energy or other products sold hereunder but excluding income taxes imposed on the respective Parties.

“Total Contract Quantity” means Customer’s total forecasted usage for all contracted Delivery Points for the Delivery Period as set forth on a TC.

“Transmission Charge” means the product of the applicable transmission rate and transmission quantity for the utility account as determined by the EDC/ISO or otherwise.

“Underlying Value” means the price a third-party who is active in the Energy market would transact (sell or purchase as applicable) for Energy and related services.

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**Shell
ENERGY**

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement.

Warren County Board Of Commissioners

MP2 Energy LLC, a Shell Energy North America Subsidiary

By: *  _____

By: _____

Name: David G Young
Title: President
Date: 11-5-24

Name:
Title: Authorized Signatory
Date:

Address for Notices:

Address for Notices:
MP2 Energy LLC
909 Fannin Street, Suite 3500
Houston, Texas 77010
Attn: General Counsel

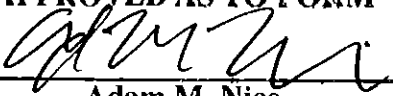
In the event Customer is executing through an Agent, the Agent must sign below:

_____ ("Agent") represents and warrants that it has the authority to enter into this transaction on behalf of the Customer and that the Agent's signature on this document and any associated TC serves to bind the Customer to the terms and conditions of this transaction. Agent understands that Seller is relying on such representations and Agent hereby agrees to indemnify and hold harmless Seller and its affiliates from and against all claims, losses, expenses, damages, causes of actions or suits of any kind arising out of or relating to a claim by Customer that the Agent lacked authority to enter into this Agreement on behalf of such Customer.

NAME OF AGENT

By: _____

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney



Billing & Contact Information

Completion Required

Date: 10/30/2024

Legal Entity Name: Warren County Board Of Commissioners

Contact Information:

Your Name	<u>Jodi Davis</u>
Phone Number	<u>513-695-1644</u>
Email Address	<u>Jodi.Davis@co.warren.oh.us</u>

Billing Information

Billing Company Name	<u>Warren County Water & Sewer Department</u>
Billing Contact Name	<u>Jodi Davis</u>
Billing Contact Phone	<u>513-695-1644</u>
Billing Address Line 1	<u>406 Justice Dr.</u>
Billing Address Line 2	<u>PO Box 530</u>
Billing City, State	<u>Lebanon, OH</u>
Billing Zip + 4	<u>45036</u>
Billing Contact Email 1	<u>WCWATER.AP@CO.WARREN.OH.US</u>
Billing Contact Email 2	<u>Jodi.Davis@co.warren.oh.us</u>
Billing Contact Email 3	<u></u>

Seller will send Customer invoices via email by default in order to reduce paper waste, U.S. Postal Service hydrocarbon waste, and to improve efficiency. If Customer prefers to receive invoices via the US Postal Service, please check the appropriate box below.

- Paperless Invoice Preferred
- Paper Invoice Preferred
- Paper & Electronic Invoice Preferred

If the below are applicable, please select, by initialing in the spaces provided. We will set up the account accordingly upon proper documentation received.

X My accounts are Tax Exempt

If one or all of your Delivery Point(s) are tax exempt, you must provide a current and completed Sales Tax Exemption form. Seller will only place exemptions on file once form is received.

Summary Invoices

By default, you will receive individual invoices per Delivery Point. Provide support documentation on how you wish your Delivery Point(s) to be grouped if Summary is chosen.

Cover Sheet to Transaction Confirmation

This contract is not binding until such time that it is executed by both Parties.

In order for contract to be executed by Seller, Customer must:

- Sign the Transaction Confirmation in the Customer's designated signature block
- In the event that an Agent is signing on behalf of Customer, the Agent shall sign in its designated area located below the Customer and Seller signature blocks

Upon receipt of executed agreement, Seller will:

- Countersign the Transaction Confirmation
- Schedule to enroll your Delivery Point(s)
- Hedge the Energy sold to you

**The Contract Price on the attached Transaction Confirmation is valid until 5:00 PM
Central Prevailing Time on 11/5/2024 and is subject to Seller's acceptance.**

TRANSACTION CONFIRMATION

This Transaction Confirmation ("TC") confirms the terms of the transaction below between Warren County Board Of Commissioners ("Customer") and MP2 Energy NE LLC d/b/a Shell Energy Solutions Retail Services, the applicable licensed subsidiary ("Seller") as of the date accepted by Seller. The TC is made in pursuant to and in accordance with the Master Energy Sales Agreement entered into between Seller and Customer dated on or about (the "Master Agreement" or "MSA") and constitutes part of and is subject to all of the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

EXHIBIT A Terms			
Estimated Start Date*:	On or about 12/1/2024	Product Type:	Fixed Price Energy
Delivery Period:	48 Months	Contract Price (\$/MWh):	62.15
Governing Law:	State of Texas		
ISO:	PJM		

*The Estimated Start Date is an approximation based upon Seller's best estimation as to the date on which the applicable Utility/EDC will have completed the process necessary to permit Seller to begin or discontinue providing the services hereunder. Seller shall not be liable to Customer in any way relating to this estimation including for any lost savings or lost opportunity.

Total Contract Quantity: 97,294 MWh

Annual Contract Quantity: 24,323 MWh

Monthly Contract Quantity**

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2024											0	1,361
2025	2,151	1,805	1,937	1,876	2,019	2,124	2,153	2,206	2,167	2,021	1,845	1,977
2026	2,153	1,799	1,938	1,878	2,019	2,133	2,145	2,219	2,177	2,041	1,855	1,975
2027	2,140	1,827	1,960	1,866	2,000	2,104	2,154	2,176	2,190	2,038	1,862	1,965
2028	2,147	1,878	1,958	1,862	2,012	2,112	2,151	2,187	2,175	2,035	1,856	665

**usage values in the above table are represented in MWh

Special Provisions:

CUSTOMER AFFIRMS IT IS NOT A RESIDENTIAL CUSTOMER OR SMALL COMMERCIAL RETAIL CUSTOMER AND THEREFORE IS NOT ENTITLED TO ANY SPECIAL PROTECTIONS, RIGHTS OR PRIVILEGES PROVIDED SPECIFICALLY FOR RESIDENTIAL CUSTOMERS OR SMALL COMMERCIAL RETAIL CUSTOMERS UNDER ANY CONSUMER PROTECTION LAWS, AND AFTER CONSULTING AN ATTORNEY OF CUSTOMER'S OWN SELECTION CUSTOMER HEREBY VOLUNTARILY WAIVES TO THE GREATEST EXTENT PERMISSIBLE UNDER LAW, THE APPLICATION OF, AND ALL PROTECTIONS OF ANY CUSTOMER PROTECTION RULES WITH RESPECT TO (i) THE MSA AND THIS TC AND (ii) THE RELATIONSHIP BETWEEN THE PARTIES.

For Delivery Point(s) in Ohio:

Customer has the right to request from Seller, twice within a twelve-month period, up to twenty-four months of the Customer's payment history without charge.

Customer understands that its applicable EDC may charge switching fees to Customer.

Material Consumption Variance ("MCV"). The Parties agree that the Contract Quantities (Total, Annual, and Monthly) identified in this Transaction Confirmation ("TC") are accurate representations of Customer's forecasted energy consumption for the meters listed in this TC. Seller may invoice Customer for the costs of purchasing additional energy or liquidating energy purchases made on behalf of Customer, as well as any related costs only upon the deviation (increase or decrease) in the Customer's monthly MWh energy consumption by an amount greater than 25% compared to the monthly Contract Quantities for the applicable months reflected on this TC and such deviation occurs 2 times during any 6 consecutive months. Despite any allowed MCV, in the event Customer's monthly MWh consumption decreases to

zero for 30 consecutive days during the Delivery Period, Customer may be considered in breach of the Agreement; therefore, in Default in accordance with Section 1.8 "Remedies Upon an Event of Default".

Definitions. Terms not otherwise defined in this TC shall have the respective meanings set forth in the MSA, PJM Manuals, and/or applicable ISO or PUC Regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meaning customarily attributed to it in the electricity industry as applicable.

"**Ancillary Service Charges**" means charges assessed for services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's system in accordance with Good Utility Practice.

"**Hold-over Rate**" means the applicable day ahead LMP, plus all applicable pass throughs, plus \$10/MWh. Pass throughs or pass through charges are all costs incurred by Seller to supply Energy to Customer hereunder regardless of whether such costs were included in the Contract Price or treated as a pass through prior to the Renewal Period.

"**LMP**" (Locational Marginal Pricing) means the hourly integrated marginal price to serve load at individual locations throughout PJM, calculated by the PJM Office of Interconnection as specified in the PJM Tariff.

"**Market Index Rate**" means the applicable day ahead LMP plus the costs set forth below as Costs included in Contract Price and Items Passed Through at Cost.

"**PJM**" means the regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia.

"**PJM Fees**" means ISO Service charges assessed by PJM including administrative and miscellaneous charges.

EXHIBIT B Costs included in Contract Price**	
Wholesale Price of Energy Basis from Hub to the Load Zone	Ancillary Service Charges PJM Fees
Transmission Loss Credits	
ARRs	
Network Integration Transmission Service*	
Capacity Transfer Rights* Capacity*	
Transmission Enhancement Charge* Dist., Tran, UFE & Deration Losses	
Renewable Portfolio Standard Obligation	
Balancing Congestion Cost Reactive & Voltage From Gen Svc Ohio CAT Tax (if Ohio only)	

* The components above with an asterisk are subject to adjustment by Seller during the Delivery Period. Seller will net the sum of the adjustment(s) for the billing month reflect such adjustments as a line item credit or charge or for the applicable component on Customer's Invoice. Refer to Addendum A to review the billing methodology.



EXHIBIT C Pass-through Charges (passed to Customer at cost)**

All applicable Taxes (Including GRT)
EDC Delivery Charges (applicable to
Comed/SBO only)
EDC discretionary or non-recurring
Charges (applicable to Comed/SBO only)

Generation Deactivation AKA RMR

****Where applicable, items in Exhibits B and C represent Seller's cost components that will be reflected as Customer charges on your invoice. Additional charges may be billed by the EDC, per individual State requirements.**

EXHIBIT D Delivery Points

Delv. Pt#	Account Number	Service Address	City, State, Zip	Utility	Load Zone	Method of Billing	Meter Read Date/Special Date
1	200000800093Z8000558151	287 EDWARDS RD	WAYNESVILLE, OH 45068	Dayton	Dayton	Utility Consolidated - Bill Ready	12/18/2024
2	200000829857Z8000406996	150 W MAIN ST	HARVEYSBURG, OH 45032	Dayton	Dayton	Utility Consolidated - Bill Ready	11/27/2024
3	200000849397Z8000201908	654 E LYTLE 5 POINTS RD	CENTERVILLE, OH 45458	Dayton	Dayton	Utility Consolidated - Bill Ready	12/10/2024
4	200000911278Z8000193483	901 S WILSON ST	HARVEYSBURG, OH 45032	Dayton	Dayton	Utility Consolidated - Bill Ready	11/27/2024
5	200000911679Z8000493843	CLARK AVE	HARVEYSBURG, OH 45032	Dayton	Dayton	Utility Consolidated - Bill Ready	11/27/2024
6	200000915579Z8000130849	4564 E STATE ROUTE 73	WAYNESVILLE, OH 45068	Dayton	Dayton	Utility Consolidated - Bill Ready	12/18/2024
7	200000938521Z8000152500	360 E LYTLE 5 POINTS RD	CENTERVILLE, OH 45458	Dayton	Dayton	Utility Consolidated - Bill Ready	12/12/2024
8	200000942778Z8000512650	6452 FURNAS OGLESBY RD	WAYNESVILLE, OH 45068	Dayton	Dayton	Utility Consolidated - Bill Ready	12/23/2024
9	200001066056Z8000389724	6417 CATKIN CT	WAYNESVILLE, OH 45068	Dayton	Dayton	Utility Consolidated - Bill Ready	12/18/2024



10	200001116123Z8000444486	5960 CLARKSVILLE RD	WAYNESVILLE, OH 45068	Dayton	Dayton	Utility Consolidated - Bill Ready	12/18/2024
11	200001126440Z8000114715	6415 WILMINGTON RD	OREGONIA, OH 45054	Dayton	Dayton	Utility Consolidated - Bill Ready	12/05/2024
12	200001140683Z8000515868	8557 E STATE ROUTE 73	WAYNESVILLE, OH 45068	Dayton	Dayton	Utility Consolidated - Bill Ready	12/18/2024
13	200001171685Z8000257817	631 E LYTLE 5 POINTS RD	CENTERVILLE, OH 45458	Dayton	Dayton	Utility Consolidated - Bill Ready	12/10/2024
14	200001242264Z8000008895	444 S US HIGHWAY 42	WAYNESVILLE, OH 45068	Dayton	Dayton	Utility Consolidated - Bill Ready	12/23/2024
15	200001284279Z8000026939	889 CORWIN AVE	WAYNESVILLE, OH 45068	Dayton	Dayton	Utility Consolidated - Bill Ready	12/18/2024
16	200001493327Z8000258507	358 E LYTLE 5 POINTS RD	CENTERVILLE, OH 45458	Dayton	Dayton	Utility Consolidated - Bill Ready	12/12/2024
17	200001613667Z8000200903	6738 CORWIN AVE	WAYNESVILLE, OH 45068	Dayton	Dayton	Utility Consolidated - Bill Ready	12/18/2024
18	200001670539Z8000286982	6031 MIDDLEBORO RD	MORROW, OH 45152	Dayton	Dayton	Utility Consolidated - Bill Ready	12/04/2024
19	910098385171Z108977466	00000 US RT 22-3 W	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/06/2024
20	910117124190Z109607956	8181 SNIDER RD	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
21	910117124249Z109376907	804 US RT 22-3 E	Morrow, OH 45152	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/11/2024
22	910117124281Z109527040	2997 HATFIELD RD	Lebanon, OH 45036	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/07/2024
23	910117124330Z110175417	5700 DIXIE HWY	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/12/2024
24	910117124398Z109340789	7400 ST RT 123 S	Blanchester, OH 45107	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/30/2024
25	910117876664Z109719090	Lighting	Lebanon, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024



26	910117876664Z109783751	Lighting	Lebanon, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
27	910117957086Z109354374	8001 COLUMBIA RD	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
28	910117957135Z110228495	9001 SNIDER RD	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
29	910117981028Z109884228	2258 US RT 22-3 W	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/07/2024
30	910118065819Z109967415	8992 WILKENS BLVD	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
31	910118088949Z109814848	2027 DRAKE RD	Lebanon, OH 45036	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/11/2024
32	910118153800Z109134291	01267 ST RT 741 N	Lebanon, OH 45036	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/07/2024
33	910118153850Z110128229	1223 ST RT 741 N	Lebanon, OH 45036	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/07/2024
34	910118377044Z110006035	REDLION 5 POINTS RD	Springboro, OH 45066	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/13/2024
35	910118570340Z109318811	2258 US RT 22-3 W	MAINEVILLE, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/07/2024
36	910118570572Z109990322	7201 REDLION 5 POINTS RD	Springboro, OH 45066	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/18/2024
37	910118662252Z110130196	Lighting	Springboro, OH 45066	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/23/2024
38	910118683223Z109109958	6911 KINGS MILL RD	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
39	910118683273Z109057181	08285 ST RT 48 S	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/16/2024
40	910118683314Z109370263	5755 FAIRVIEW	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/19/2024
41	910119136994Z109015246	Lighting	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/23/2024



42	910119136994Z109170784	Lighting	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/23/2024
43	910119171616Z109959037	7960 BUTTERWORTH RD	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/12/2024
44	910119240670Z109271833	105 MARKEY RD	Lebanon, OH 45036	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/30/2024
45	910119535276Z108977062	2070 PLATEAU DR	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
46	910119535341Z109795303	12177 MASON RD	Cincinnati, OH 45249	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/19/2024
47	910119535383Z109904383	4480 COLUMBIA RD	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/05/2024
48	910119535424Z109358060	3386 TOWNSLEY DR	Loveland, OH 45140	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
49	910119535474Z109142365	2126 US RT 22-3 W	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
50	910119535523Z109022353	4181 SHAKER RD	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
51	910119535565Z109145947	6193 STRIKER RD BLDG A	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/05/2024
52	910119535565Z109657046	6193 STRIKER RD	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/05/2024
53	910119535606Z109824035	8593 MAINEVILLE RD	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/13/2024
54	910119535656Z109756959	8655 SIBCY RD	Mainville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/13/2024
55	910119535705Z109825375	03556 US RT 22-3 E	Morrow, OH 45152	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/03/2024
56	910119535747Z110155566	7967 JILL LN	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/20/2024
57	910119535797Z109885065	2086 US RT 22-3 W	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024



58	910119535797Z109885065	2086 US RT 22-3 W	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
59	910119535838Z109839501	6193 STRIKER RD	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/12/2024
60	910119535870Z110539873	5481 ST RT 122 W	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
61	910119535929Z109499282	5704 STERLING LAKES CIR	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
62	910119535979Z110830404	White Street	Goshen, OH 45122	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/17/2024
63	910119536029Z109579350	2489 US RT 22-3 E	Morrow, OH 45152	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/02/2024
64	910119536061Z109715289	3001 LYNN DR	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/11/2024
65	910119536102Z109611533	5520 IRWIN SIMPSON RD	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
66	910119536152Z109219099	8069 RIVER VISTA CT	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
67	910119536186Z109685027	5164 TODD RD	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
68	910119536235Z109714124	480 FOSTER MAINEVILLE RDE	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/17/2024
69	910119536285Z110066156	306 FOSTER MAINEVILLE RDE	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/16/2024
70	910119536334Z109266838	8638 TRENTON FRANKLIN RD	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/20/2024
71	910119536384Z109641173	8800 MARTZ PAULLIN RD	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/20/2024
72	910119536417Z109016330	343 MAIN S	South Lebanon, OH 45065	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/12/2024
73	910119536459Z109969202	129 SUNNY LN	South Lebanon, OH 45065	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/11/2024



74	910119536508Z109162506	2693 COLUMBIA TR	Loveland, OH 45140	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/26/2024
75	910119536540Z109377696	353 NUNNER RD	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/16/2024
76	910119536590Z109255947	32 RICH RD	Loveland, OH 45140	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/26/2024
77	910119536649Z109156216	1852 SOCIALVILLE FOSTER RD	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
78	910119536699Z110124191	PATTON DR	Springboro, OH 45066	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/18/2024
79	910119536748Z109517389	8401 KINGSTON	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/20/2024
80	910119536805Z109525981	4844 DEARTH RD	Springboro, OH 45066	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/13/2024
81	910119536839Z109715019	7863 TRENTON FRANKLIN RD	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/20/2024
82	910119536889Z109809036	991 US RT 22-3 E	Morrow, OH 45152	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/11/2024
83	910119536938Z109855017	9980 UNION CEMETERY RD	Loveland, OH 45140	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
84	910119536988Z109917354	03812 SOCIALVILLE FOSTER RD	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
85	910119537020Z109454389	RICHWOOD CT	Loveland, OH 45140	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/26/2024
86	910119537070Z110608669	9942 TALL OAKS CT	Loveland, OH 45140	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/26/2024
87	910119537111Z109537798	02375 CARRIAGEGATE LN	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
88	910119537161Z110377998	06679 MIDNIGHT SUN DR	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/16/2024



89	910119537210Z109684644	2310 POPPY RD	Loveland, OH 45140	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/26/2024
90	910119537252Z110456958	205 FRONT	Morrow, OH 45152	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/02/2024
91	910119537294Z110177281	4447 WARD RD	Morrow, OH 45152	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/30/2024
92	910119537351Z110031766	07809 OLD 3 C HWY	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
93	910119537400Z110045738	8700 BUTTERWORTH RD	Mainville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/12/2024
94	910119537442Z110800073	06193 STRIKER RD	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/05/2024
95	910119537492Z109444718	4094 SOUTH SHORE DR	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
96	910119537541Z109450575	06301 ROSEMONT LN	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
97	910119537591Z109428100	6163 BETHANY RD	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/07/2024
98	910119537640Z109383749	05874 COCHRAN RD	Morrow, OH 45152	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/11/2024
99	910119537674Z109954656	9195 ST RT 123 N	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/19/2024
100	910119537731Z109222942	8093 TRENTON FRANKLIN RD	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
101	910119537781Z109487375	1751 FOSTER MAINEVILLE RD W	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/13/2024
102	910119537822Z109623966	5515 COCHRAN RD	Morrow, OH 45152	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/11/2024
103	910119537864Z109276999	4515 IRWIN SIMPSON RD	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024



104	910119537905Z109948388	3440 STRATA CT	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/06/2024
105	910119586053Z109759420	315 RIDGEVIEW LN	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/12/2024
106	910119586102Z109797070	00000 I 71	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
107	910119586144Z109218524	871 ST RT 48	South Lebanon, OH 45065	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
108	910119586194Z109958782	8181 SNIDER RD	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
109	910119586235Z110498686	3468 FIELDS ERTEL RD	Loveland, OH 45140	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/26/2024
110	910119586277Z109389674	02086 US RT 22-3 W	Maineville, OH 45039	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
111	910119586326Z109251580	03911 US RT 22-3 W	Loveland, OH 45140	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/10/2024
112	910119586376Z110433380	04651 HOMESTRETCH LN	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/07/2024
113	910119586425Z109995088	6648 SHELLY	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/12/2024
114	910119586467Z109851442	7645 HEDGEWOOD CIR	Mason, OH 45040	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/07/2024
115	910119586516Z109141087	6039 ETHEL AVE	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
116	910119586516Z109171732	06039 ETHEL	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/09/2024
117	910119940324Z110089759	Lighting	Franklin, OH 45005	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/23/2024
118	910120362298Z109047699	1824 DRAKE RD	Lebanon, OH 45036	Duke Energy OH	Duke_OH	Utility Consolidated - Bill Ready	12/11/2024



WARREN COUNTY BOARD OF COMMISSIONERS

MP2 ENERGY NE LLC d/b/a SHELL ENERGY
SOLUTIONS RETAIL SERVICES

By: *[Signature]*
Name: David G. Young
Title: President.
Date: 11-5-24

By: _____
Name:
Title: Authorized Signatory
Date Accepted by Seller:

In the event Customer is executing through an Agent, the Agent must sign below:

_____ (“Agent”) represents and warrants that it has the authority to enter into this transaction on behalf of the Customer and that the Agent’s signature on this document and any associated TC serves to bind the Customer to the terms and conditions of this transaction. Agent understands that Seller is relying on such representations and Agent hereby agrees to indemnify and hold harmless Seller and its affiliates from and against all claims, losses, expenses, damages, causes of actions or suits of any kind arising out of or relating to a claim by Customer that the Agent lacked authority to enter into this Agreement on behalf of such Customer.

NAME OF AGENT

By: _____

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney



ADDENDUM A: BILLING METHODOLOGY

BILLING CALCULATIONS:

- **Capacity Adjustment:** $[PLC_a * CAP_RATE_a] - [PLC_p * CAP_RATE_p]$
- **NITS Adjustment:** $[NSPL_a * NITS_RATE_a] - [NSPL_p * NITS_RATE_p]$
- **TEC Adjustment:** $[NSPL_a * TEC_RATE_a] - [NSPL_p * TEC_RATE_p]$

BILLING DEFINITIONS

<u>NAME:</u>	<u>UOM:</u>	<u>DESCRIPTION:</u>
PLC _a	kW	ACTUAL PLC: PLC from the utility adjusted by the applicable PJM FPR, FZSF, & DZSF.
CAP_RATE _a	\$/kW-Day	ACTUAL RATE: PJM Capacity Auction Clearing Price plus the CTR Price.
PLC _p	kW	PRICED PLC: PLC from the utility used for the term during pricing adjusted by the applicable PJM FPR, FZSF, & DZSF.
CAP_RATE _p	\$/kW-Day	PRICED RATE: Forecast monthly net price of both PJM Zonal Capacity Clearing Price rate and the CTR rate during pricing.
NSPL _a	kW	ACTUAL NSPL: NSPL from the utility.
NITS_RATE _a	\$/kW-Day	ACTUAL RATE: PJM Zonal NITS monthly rate.
NSPL _p	kW	PRICED NSPL: NSPL from the utility used for the term captured during pricing.
NITS_RATE _p	\$/kW-Day	PRICED RATE: Forecast monthly price for NITS captured during pricing.
TEC_RATE _a	\$/kW-Day	ACTUAL RATE: PJM Zonal TEC Price.
TEC_RATE _p	\$/kW-Day	PRICED RATE: Forecast monthly PJM Zonal price for TEC captured during pricing.



In the event of an emergency, power outage or wires and equipment service needs, contact your applicable Utility at:

ISO	STATE	UTILITY	OUTAGE/ EMERGENCY CONTACT
PJM	PA	Pennsylvania Power & Light (PPL)	800-342-5775, Option 1
PJM		Exelon -	
PJM	PA	Pennsylvania Electric Co. (PECO)	800-841-4141
PJM	MD	Baltimore Gas & Electric (BGE)	800-685-0123
PJM	IL	Commonwealth Edison Co. (COMED)	800-334-7661
PJM	MD & DE	Delmarva Power	800-898-8042
PJM	NJ	Atlantic City Electric (ACE)	800-833-7476
PJM	DC & MD	Pepco	877-737-2662
PJM	PA	Wellsboro Electric Co. (WELLS)	570-724-3516
PJM	NJ	Public Service Enterprise Group (PSEG)	800-436-7734
PJM	OH	AEP (OHPC and CSP)	800-672-2231
PJM	OH	Duke Energy (DukeOH)	800-543-5599
PJM	OH	Dayton Power & Light (DPL)	877-468-8243
PJM	PA	Citizen's Electric (CITI)	570-524-2231
PJM	PA	Duquesne Light (DUQE)	412-393-7000
PJM		First Energy -	
PJM	OH	Ohio Edison (OHED)	888-544-4877
PJM	OH	The Cleveland illuminating Company (CEIL)	888-544-4877
PJM	OH	Toledo Edison (TOLEDO)	888-544-4877
PJM	PA	Metropolitan Edison (METED)	888-544-4877
PJM	PA	Penelec (PNLC)	888-544-4877
PJM	PA	Penn Power (PPOWER)	888-544-4877
PJM	PA	West Penn Power (ALLEG)	888-544-4877
PJM	NJ	Jersey Central Power & Light (JCPL)	888-544-4877
PJM	MD	Potomac Edison	888-544-4877
PJM	PA	UGI Utilities (UGI)	800-276-2722
PJM	VA	Dominion Power	866-366-4357
PJM	VA	Appalachian Power Co. (APCO)	800-956-4237
PJM	VA	Rappahannock Coop	800-552-3904
PJM	NJ	Rockland Electric	877-434-4100

Resolution

Number 24-1513

Adopted Date November 05, 2024

APPROVING THE EXTENSION TO THE PROFESSIONAL SERVICE AGREEMENT WITH JOBWORKS, INC., DBA JOBWORKS EDUCATION AND TRAINING SYSTEMS AND THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Chief Elected Officials of Ohio's local workforce development area, which includes Butler, Clermont and Warren Counties, designated Warren County as the local area's Fiscal Agent; and

WHEREAS, the Fiscal Agent was able to receive WIOA funds on behalf of the area's Chief Elected Officials (CEO); and

WHEREAS, the WDB's Executive Director has recommended JobWorks, Inc., dba JobWorks Education and Training Systems to deliver Reemployment Assistance and Eligibility Assessment (RESEA) program services from July 1, 2024, to June 30, 2025, whose direct services the State transferred to its local workforce areas.

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, does hereby ratify and approve the agreement with JobWorks, Inc., dba JobWorks Education and Training Systems and authorize the local workforce development area's Fiscal Agent's expenditure of WIOA funds to honor this contract, in accordance with Office of Managements and Budgets (OMB) circulars, WIOA and corresponding federal regulations and state policies; copy of said agreement is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – JobWorks, Inc dba JobWorks Education and Training Systems
Workforce Investment Board (file)

AMENDMENT # 3

PROGRAM YEAR 2024 - 2025 Extension

TO

SUBGRANT AGREEMENT NO. 22-2001

BETWEEN

BCW/Workforce

AND

JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND TRAINING SYSTEMS

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI #	GL3HQC�KBNH25
FEDERAL AWARD IDENTIFICATION (FAIN)#	
TOTAL FEDERAL AWARD	\$784,259.82
FEDERAL AWARDCING AGENCY	DOL
ALN (CFDA) #	17.225
PASS THROUGH AGENCY	ODJFS
	Ohio Department of Job and Family Services
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	406 Justice Dr Suite 301, Lebanon, OH 45036

Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$705,833.84
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

**Amendment # 3
to the
Subgrant Agreement #22-2001
between
BCW/Workforce
and**

JobWorks, Inc. D/B/A JobWorks Education And Training Systems

THIS IS AMENDMENT NO.3 TO Subgrant Agreement No. 22-2001 by and between **BCW/Workforce**, the administrative entity for the Ohio Local Area 12 Workforce Development Board and the Consortium of Warren, Butler and Clermont Counties having its principal office at 406 Justice Dr Suite 301, Lebanon, OH 45036 and JobWorks, Inc. D/B/A JobWorks Education and Training Systems (Hereinafter referred to as "Sub-Grantee") existing under and by virtue of the laws of the State of Indiana as a for profit corporation, having its principal office at 7230 Engle Rd. Suite 213, Fort Wayne, IN 46804, to begin on the date this Amendment is signed by all the parties and to terminate on June 30, 2025.

RECITALS

WHEREAS, the BCW/Workforce and the Chief Elected Officials Consortium of Butler, Clermont and Warren Counties (hereinafter the CEO Consortium) have entered into a Sub-grant Agreement with the Governor of the State of Ohio for a grant for the implementation of workforce development programs; AND

WHEREAS, the BCW/Workforce released a Request for Proposals for the delivery of services under the Re-employment Services and Eligibility Assessment (RESEA) program and selected Sub-grantee to provide RESEA program services; AND

WHEREAS, the BCW/Workforce and CEO Consortium are desirous of extending the Subgrant Agreement through June 30, 2025;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. Article 3, Fiscal Management, is amended by replacing section 3.2.1 a. with the language below:

3.2 Compensation

3.2.1 Total Compensation

- a. The total funds allocated for the program to be operated under this Agreement for the renewal period shall be Eighty Five Thousand, Two hundred Ninety-One Dollars and zero cents (\$85,291.00), through September 30, 2024 and Three Hundred Thirty-Seven Thousand, Four Hundred Twenty Dollars and zero cents (\$337,420.00), through June 30, 2025, subject to ODJFS allocation of funds to BCW/Workforce in accordance with the budget attached to this Amendment as Exhibit A.

2. Article 3, Fiscal Management, Subsection 3.7.3 Sub-grantee Procurement Requirements is amended by adding the underscored language as follows:

3.7.2 Sub-grantee Procurement Requirements

- a. Sub-grantee shall minimally adhere to 2 CFR 200 procurement requirements when obtaining any and all goods and services, Sub-grantee Use of Alternative Procurement System.
- b. To the extent permitted by law, Subrecipient shall purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

3. Article 4, Section 4.16 Prohibition Against Unallowable and Criminal Activities, subparagraph 4.16.2 Reporting of Waste, Fraud and Abuse is amended to add the following paragraph:

- a. Sub-grantee may not prohibit employees or Sub-grantees seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their ability to reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.
- b. Subrecipient, shall promptly disclose whenever, in connection with funds awarded under this subgrant, it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, such disclosure must be made in writing to the BCW/Workforce Executive Director, the State ODJFS and to their Office of Inspector General

4. Article 4, General Conditions is amended to add a new section 4.30 Fair Labor Standards as follows:

4.30 Fair Labor Standards

- a. Subrecipient shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters.
- b. Subrecipient shall appropriately classify employees consistent with the Fair Labor Standards Act.

5. Article 5, Program Requirements, 5.5 Audit, 5.5.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit is amended to add the underscored language and to delete the stricken language as follows:

5.5.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-grantee shall provide for the conduct of an external audit of the program funded by this Sub-grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total one million seven hundred and fifty thousand dollars (~~\$750,000.00~~ \$1,000,000) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and in compliance with State of Ohio requirements, and Federal Office of Management and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Part F as revised.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to Sub-grant Agreements with the BCW/WORKFORCE shall be based on the Sub-grant Agreement requirements, including any rules, regulations, or statutes referenced in the Sub-grant Agreement. The financial statements shall disclose whether ~~or not~~ the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report with reference to the BCW/WORKFORCE Sub-grant Agreement involved.

5.5.2 Commercial Entities Requirement to Audit

Commercial organizations receiving ~~in excess of one million seven hundred and fifty thousand dollars (\$750,000.00)~~ \$1,000,000 a year or more in the aggregate of federal grant funds, whether from the BCW/WORKFORCE or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS and the Federal Acquisition Regulations (FAR), or an organization wide audit conducted in accordance with 2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope.

5.5.3 Reimbursement for Audit Expense

Sub-grantee agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from the BCW/WORKFORCE for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds ~~of does not exceed seven hundred and fifty thousand dollars (\$750,000.00)~~ one million seven hundred and fifty thousand dollars (\$750,000.00) \$1,000,000 a year or more.

6. Article 5, Program Requirements, Section 5.14 is amended to substitute the following for Article 5, Section 5.14.1 in the original Sub-grant Agreement as follows:

5.14 Sub-grant Agreement Term

5.14.1 The term of this Amendment shall begin on the date on which it has been signed by both parties and shall end on June 30, 2025. The term of this Sub-grant Agreement may be extended for one (1) additional one-year period, if provider is meeting performance. Renewal shall be at the option of the BCW/Workforce governing boards. The continuation of this Sub-grant Agreement beyond the end of any program year shall be subject to performance and the appropriation and availability of funds as described in this Sub-grant Agreement.

7. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
8. This Amendment and all its attachments are made a part of said Agreement.
9. The effective date of this Amendment shall be the date on which it has been signed by both parties.

EXECUTION PAGE

Page 1 of 2 Signatory Pages

In witness whereof, the parties acknowledged below have executed this Contract as of the day and year June 26, 2024.

THIS SUB-GRANT AGREEMENT AMENDMENT, is entered into this 26th day of June 2023, by and between BCW/Workforce Sub-grantor, having its principle office at, 406 Justice Drive, Lebanon, Ohio 45036, and JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND TRAINING SYSTEMS (hereinafter referred to as SUB-GRANTEE), existing under and by virtue of the laws of the State of Indiana as a for profit corporation, having its principal office at 7230 Engle Rd. Suite 213, Fort Wayne, IN 46804.

JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND TRAINING SYSTEMS
7230 Engle Rd. Suite 213, Fort Wayne, IN 46804.

Thomas Kavanagh

June 28, 2024

Signature

Date

Chief Operating Officer

Title

EXECUTION PAGE

Page 1 of 2 Signatory Pages

In witness whereof, the parties acknowledged below have executed this Contract as of the day and year June 26, 2024.

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JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND TRAINING SYSTEMS
7230 Engle Rd. Suite 213, Fort Wayne, IN 46804.

Cathy Cross
Thomas Kavanagh

Signature

10/15/24
June 28, 2024 cc

Date

Chief Operating Officer CFO cc

Title

Page 2 of 2 Signatory Pages

Becky Ehrly
Signature

6/28/24
Date

EXCE Dir
Executive Director

BCW WORKFORCE

WARREN COUNTY BOARD OF COMMISSIONERS:

* [Signature]
President

* _____
Vice President

[Signature]
Commissioner

Approved As To Form Only:

see following page
Assistant Prosecuting Attorney (Date)
Warren County

Page 2 of 2 Signatory Pages

Betsy Ehrley
Signature

6/28/24
Date

Evie Dim
Executive Director

BCW WORKFORCE

WARREN COUNTY BOARD OF COMMISSIONERS:

See previous page
President

Vice President

Commissioner

Approved As To Form Only:

[Signature] 10/20/24
Assistant Prosecuting Attorney (Date)
Warren County

Exhibit A

July 1, 2023 to Sept 30, 2024 (15 Months)				UPDATED 7-12-24		
	Admin	Program	Total	Admin	Program	Total
Salaries *	\$ 33,045	\$ 277,489	\$ 310,534	\$ 19,000	\$ 241,000	\$ 260,000
Fringe Benefits	\$ 8,827	\$ 88,797	\$ 97,624	\$ 4,100	\$ 49,069	\$ 53,169
Mileage and Travel	\$ 625	\$ 7,673	\$ 8,298	\$ 50	\$ 1,100	\$ 1,150
Staff Incentives	\$ -	\$ -	\$ -			\$ -
Other (Specify)	\$ -	\$ -	\$ -			\$ -
Total Personnel	\$ 42,498	\$ 373,959	\$ 416,456	\$ 23,150	\$ 291,169	\$ 314,319
Non Personnel						
Supplies	\$ 270	\$ 875	\$ 1,145	\$ 175	\$ 330	\$ 505
Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Books	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Teaching Aids	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credential training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 75	\$ 875	\$ 950	\$ 50	\$ 120	\$ 170
Telephone	\$ 188	\$ 3,750	\$ 3,938	\$ 180	\$ 3,100	\$ 3,280
Maintenance	\$ 108	\$ -	\$ 108	\$ 50	\$ -	\$ 50
Printing	\$ 28	\$ 348	\$ 375	\$ 35	\$ -	\$ 35
Equipment Rental	\$ -	\$ -	\$ -	\$ 80	\$ -	\$ 80
Equipment Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Space Rental/MOU	\$ 1,125	\$ 40,531	\$ 41,656	\$ 2,000	\$ 29,000	\$ 31,000
Insurance	\$ 538	\$ 1,460	\$ 1,998	\$ 610	\$ 1,600	\$ 2,210
Utilities /meeting	\$ 63	\$ -	\$ 63	\$ 110	\$ -	\$ 110
** One-Stop Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit	\$ 1,135	\$ -	\$ 1,135	\$ 524	\$ -	\$ 524
Legal	\$ 63	\$ -	\$ 63	\$ -	\$ -	\$ -
Accounting	\$ 584	\$ -	\$ 584	\$ 80	\$ -	\$ 80
Professional Fees	\$ 1,000	\$ 3,125	\$ 4,125	\$ 1,200	\$ 3,600	\$ 4,800
Equipment Lease	\$ 161	\$ -	\$ 161	\$ -	\$ -	\$ -
Software/Communication	\$ 375	\$ 75	\$ 450	\$ 170	\$ 120	\$ 290
***Profit 7.5%	\$ 3,715	\$ 31,600	\$ 35,315	\$ 2,131	\$ 25,235	\$ 27,366
Outreach & Recruitment	\$ 250	\$ 1,875	\$ 2,125	\$ -	\$ 1,500	\$ 1,500
Total Non-Personnel	\$ 9,675	\$ 84,514	\$ 94,189	\$ 7,395	\$ 64,605	\$ 72,000
Total Budget	\$ 52,173	\$ 458,472	\$ 510,645	\$ 30,545	\$ 355,774	\$ 386,319

July 1, 2024 to June 30, 2025 (12 Months)			
	Admin	Program	Total
Salaries *	\$ 17,500	\$ 210,000	\$ 227,500
Fringe Benefits	\$ 3,500	\$ 41,374	\$ 44,874
Mileage and Travel	\$ 100	\$ 1,000	\$ 1,100
Staff Incentives	\$ -	\$ -	\$ -
Other (Specify)	\$ -	\$ -	\$ -
Total Personnel	\$ 21,100	\$ 252,374	\$ 273,474
Non Personnel			
Supplies	\$ 160	\$ 300	\$ 460
Materials	\$ -	\$ -	\$ -
Books	\$ -	\$ -	\$ -
Teaching Aids	\$ -	\$ -	\$ -
Credential training	\$ -	\$ -	\$ -
Postage	\$ 60	\$ 105	\$ 165
Telephone	\$ 150	\$ 2,700	\$ 2,850
Maintenance	\$ 50	\$ -	\$ 50
Printing	\$ 40	\$ -	\$ 40
Equipment Rental	\$ 70	\$ -	\$ 70
Equipment Purchase	\$ -	\$ -	\$ -
Space Rental/MOU	\$ 1,600	\$ 26,000	\$ 27,600
Insurance	\$ 550	\$ 1,500	\$ 2,050
Utilities /meeting	\$ 100	\$ -	\$ 100
** One-Stop Costs	\$ -	\$ -	\$ -
Audit	\$ 850	\$ -	\$ 850
Legal	\$ 50	\$ -	\$ 50
Accounting	\$ 100	\$ -	\$ 100
Professional Fees	\$ 1,000	\$ 3,000	\$ 4,000
Equipment Lease	\$ -	\$ -	\$ -
Software/Communication	\$ 200	\$ 120	\$ 320
***Profit 7.5%	\$ 1,971	\$ 21,570	\$ 23,541
Outreach & Recruitment	\$ 200	\$ 1,500	\$ 1,700
Total Non-Personnel	\$ 7,151	\$ 56,795	\$ 63,946
Total Budget	\$ 28,251	\$ 309,169	\$ 337,420

Resolution

Number 24-1514

Adopted Date November 05, 2024

APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN EASTER SEALS TRISTATE, LLC AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, the BCW/Workforce has entered into an Agreement with the Governor of the State of Ohio for a grant for the implementation of youth programs under the Workforce Innovation and Opportunity Act PL 113-128 WIOA); and

WHEREAS, the Chief Elected Officials of Ohio's local workforce development area, which includes Butler, Clermont, and Warren Counties, designated Warren County as the local area's Fiscal Agent; and

WHEREAS, the BCW/Workforce approved an Amendment of the Agreement with Sub-grant recipient at their meeting held on March 7, 2024.

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the amendment to the agreement, a copy of said amendment is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Easterseals Tristate LLC
Workforce Investment Board (file)

AMENDMENT # 1

PROGRAM YEAR 2023 – 2024 and 2024 - 2025

TO

SUBGRANT AGREEMENT NO. 22-2305

BETWEEN

BCW/WORKFORCE

AND

EASTER SEALS TRISTATE LLC

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI #	T1YMHHM36J47
FEDERAL AWARD IDENTIFICATION (FAIN)#	
TOTAL FEDERAL AWARD	\$3,263,235.00
FEDERAL AWARDDING AGENCY	US DOL
ALN (CFDA) #	17.259
PASS THROUGH AGENCY	ODJFS
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	406 Justice Dr Suite 301, Lebanon, OH 45036

Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$1,314,197.00
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

Amendment # 1
to the
Subgrant Agreement # 22-2305
between
BCWI Workforce
And
Easter Seals Tristate, LLC

THIS AMENDMENT NUMBER ONE (1) TO AGREEMENT NO. 22-2305 entered into the 30th day of June 2023, by and between Ohio Local Area 12 BCW/Workforce, hereinafter referred to as the "Board," and the Area 12 Chief Elected Official Consortium, hereinafter referred to as the "Consortium" having its principle office at 406 Justice Dr., Suite 301 Lebanon, OH 45036, and EASTER SEALS TRISTATE LLC., a not for profit corporation, having its principal office at 2901 Gilbert Avenue, Cincinnati OH 45206, hereinafter referred to as Sub-grantee, to begin on the date this Amendment is executed by the parties and to end on June 30, 2025.

RECITALS

WHEREAS, the BCW/Workforce and the Chief Elected Officials Consortium of Butler, Clermont and Warren Counties (hereinafter the CEO Consortium) have entered into an Sub-grant Agreement with the Governor of the State of Ohio for a grant for the implementation of workforce development programs; AND

WHEREAS, following a procurement and review of the proposals received the BCWI Workforce engaged Sub-grant Recipient to deliver services to eligible youth under the Workforce Innovation and Opportunity Act of 2014, Pub. L. 113 – 128; and

WHEREAS, the BCW/Workforce, has approved an extension of the Agreement with Sub-grant recipient at their 2024 March meeting;


NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree as follows:

1. Article 2, Fiscal Management, is amended by replacing Section 2.2.1 a-f with the language below:
 - 2.2 Compensation
 - 2.2.1 Total Compensation

- a. The funds allocated for the In-School Youth (ISY) program to be delivered under this Amendment for the period ending June 30, 2024, shall be increased by \$19,802.00, in accordance with the amended budget, EXHIBIT A attached to this Amendment for the period July 1, 2023 – June 30, 2024.
- b. The funds allocated for the ISY program to be delivered under this Amendment for the period starting July 1, 2024, and ending June 30, 2025, shall be \$236,555.00, in accordance with the amended budget, EXHIBIT B attached to this Amendment for the period July 1, 2024 – June 30, 2025.
- c. The funds allocated for the Out of School Youth (OSY) program to be delivered under this Amendment for the period ending June 30, 2024, shall be increased by \$77,205.00, in accordance with the amended budget, EXHIBIT A attached to this Amendment for the period July 1, 2023 – June 30, 2024.
- d. The funds allocated for the OSY program to be delivered under this Amendment for the period starting July 1, 2024, and ending June 30, 2025, shall be \$946,222.00, in accordance with the amended budget, EXHIBIT B attached to this Amendment for the period July 1, 2024 – June 30, 2025.
- e. Total funds awarded to Sub-grant Recipient under this Amendment shall be \$1,279,784.00.

2. Article 2, Fiscal Management, Section 2.8 Sub-grantee Procurement Requirements is amended by adding the underscored language as follows:

2.8.1 Sub-grantee Procurement Requirements

- a. In the event Sub-recipient must procure goods or services their procurement policies must at least be in accordance with the procurement requirements found at 2 CFR 200 et al and Warren County 
- b. To the extent permitted by law, Subrecipient shall purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

3. Article III, Section 3.16 Prohibition Against Unallowable and Criminal Activities, subparagraph 3.16.4 Reporting of Waste, Fraud and Abuse is amended to add the following underscored paragraphs:

- a. Sub-grantee may not prohibit employees or Sub-grantees seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their ability to reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.
- b. Subrecipient, shall promptly disclose whenever, in connection with funds awarded under this subgrant, it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, such disclosure must be made in writing to the BCW/Workforce Executive Director, the State ODJFS and to their Office of Inspector General

4. Article IV, General Conditions is amended to add a new Section 4.19^{pmj} Fair Labor Standards as follows:

^{pmj} 4.19 Fair Labor Standards

- a. Subrecipient shall adhere to the Fair Labor Standards Act with respect to hours of work and working condillons as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters.
- b. Subrecipient shall appropriately classify employees consistent with the Fair Labor Standards Act.

5. Article IV, Program Requirements, 4.6 Audit, Section 4.6.1 is amended to add the underscored language and to delete the stricken language as follows:

4.6.1 Sub-grant recipient shall provide for the conduct of an external audit of the program funded by this Agreement if the total aggregate expenditures of federal funds received from any source total one million seven hundred and fifty thousand dollars (\$750,000.00 ~~\$1,000,000~~) or more in any fiscal year.

a. The audit shall be conducted in accordance with the provisions of the Uniform Guidance 2 CFR 200 Subpart F.

b. Audits shall be organization wide as required by the Uniform Guidance.

6. Article IV, Program Requirements, 4.6 Audit, Section 4.6.2 Reimbursement for Audit Expense is amended to add the underscored language and to delete the stricken language as follows:

4.6.2 Reimbursement for Audit Expense

Sub-grantee agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from the

BCW/Workforce for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds ~~of does not exceed seven hundred and fifty thousand dollars (\$750,000.00)~~ one million seven hundred and fifty thousand dollars (\$750,000.00 \$1,000,000) a year or more.

7. Article IV, Program Requirements, Section 4.16 Agreement Term, is amended to substitute the following for Section 4.16 as follows:

4.16 Agreement Term

4.16 The term of this Amendment shall begin on the date it is fully executed by both parties and shall end on June 30, 2025. The term of this Sub-grant Agreement may be extended for two (2) additional one-year period(s), if provider is meeting performance. Renewal shall be at the option of the BCW/Workforce governing boards. The continuation of this Sub-grant Agreement beyond the end of any program year shall be subject to performance and the appropriation and availability of funds.

8. Article VI, SCOPE OF WORK OSY, section 6.1 Program Description subparagraph 6.1.1 is amended to add the underscored language and to delete the stricken language as follows:

6.1.1 Sub-grantee shall conduct OSY program for up to two hundred and eighteen (218) youth. This includes OSY carried forward from the previous program year. Youth shall be at least ~~17~~ 16 years old but have not yet reached their ~~24th~~ 25th birthday at the time of enrollment into the WIOA program. A minimum of 75% of the youth enrolled shall exit meeting the WIOA performance requirements during the program year in which they were enrolled, not including youth enrolled in training that will not be completed until the subsequent program year.

9. Article VI, SCOPE OF WORK OSY, section 6.1 Program Description subparagraph 6.1.3 is amended to add the underscored language and to delete the stricken language as follows:

6.1.3 ~~All carry forwards shall be exited prior to June 30, 2024.~~ All carry forwards shall be exited in the immediately subsequent program year unless approved by the Executive Director to continue.

10. Article VI, SCOPE OF WORK OSY, section 6.2 Recruitment subparagraph 6.2.3 is amended to add the underscored language and to delete the stricken language as follows:

6.2.3 Youth shall be at least 16 ~~17~~ years old and not have reached their ~~24th~~ 25th birthday, meet the WIOA eligibility criteria for OSY, as described below and shall be enrolled in the WIOA program.

11. Article VI, SCOPE OF WORK OSY, section 6.3 Participant Eligibility subparagraph 6.3.4 a is amended to add the underscored language and to delete the stricken language as follows:

a. Only youth who are at least ~~17~~ 16 years old, but have not reached the age of ~~24~~ 25 years at time of enrollment, are considered OSY and may participate in the program if they meet the herein described criteria.

12. Article VI, SCOPE OF WORK OSY, section 6.5 Work Experience subparagraph 6.5.9 is amended to add the underscored language and to delete the stricken language as follows:

6.5.9 Sub-grantee may arrange for youth not interested in post-secondary training who are not receiving GED preparation to be enrolled in a work experience of up to 480 hours ~~for up to twenty-eight (28) hours per week~~ with a job aligned with the youth's career pathway. The work experience may be followed sequentially with an on-the-job training (OJT) where an employer is willing to hire the youth. In such instance the employer shall be reimbursed ~~up to~~ in accordance with Area 12 OJT policy which shall not exceed up to fifty percent (50%) of the youth participant's wage for up to five hundred and twenty (520) hours, after which the youth shall be considered placed and shall be exited from the WIOA program.

13. Article VI, SCOPE OF WORK OSY, section 6.7 Participant Counseling subparagraph 6.7.2 is amended to add the underscored language and to delete the stricken language as follows:

6.7.2 There shall be at least ~~weekly~~ bi-weekly contact and engagement, with more frequent contact made if needed, with each youth such that the contact coincides and supports their activity schedule. Contacts may ~~may~~ shall be recorded in ARIES.

14. Article VI, SCOPE OF WORK OSY, Section 6.9 Participant Time, Data Entry, File Maintenance, Attendance, Wages and Maintenance subparagraph 6.9.9 b is amended to add the underscored language and to delete the stricken language as follows:

- b. Self-monitoring shall include a one hundred percent (100%) file review each year this agreement is in effect. The A file review shall be coordinated be conducted at least two (2) weeks prior to the State's monitoring visit. BCW/Workforce shall provide notice of the State's schedule, to occur thirty (30 days) prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.

15. Article VI, SCOPE OF WORK OSY, section 6.10 Performance subparagraph 6.10.1 is renumbered to read 6.10.2 and is amended to add a new underscored paragraph 6.10.1 as follows:

6.10.1 In general Subrecipient shall perform at 5% better than the level set by the ODJFS for BCW/Workforce performance.

16. Article VII, SCOPE OF WORK ISY, section 7.1 Program Description subparagraph 7.1 is amended to add the underscored language and to delete the stricken language as follows:

7.1 Program Description

Sub-grantee shall recruit and enroll Twenty-Two (22) WIOA eligible in-school youth who are high school juniors and seniors into their program. However, the number of ISY shall be determined based on the WIOA Youth allocation awarded to BCW/Workforce each year that this Subgrant Agreement is in effect.

17. Article VII, SCOPE OF WORK ISY, section 7.2 Recruitment subparagraph 7.2 is amended to add the underscored language and to delete the stricken language as follows:

7.2 Recruitment

Sub-Grantee shall recruit sufficient youth as they complete their junior year of high school during July and August who are scheduled to receive their High School Diploma in May / June 2024 to result in 22 senior youth enrollments. youth who are WIOA eligible ISY who are Juniors, Seniors or enrolled in Post Secondary School to result in twenty-two (22) youth enrollments.

18. Article VII, SCOPE OF WORK ISY, section 7.4 Program Services 7.4.1 is amended to add the underscored language and to delete the stricken language as follows:

7.4.1 To encourage youth to complete high school and to keep them attached to their academic studies and environment youth in high school shall may be placed in a work experience to learn the connection between education and work.

19. Article VII, SCOPE OF WORK ISY, section 7.9 Performance is amended to add the underscored language and to delete the stricken language as follows:

7.9 Performance

7.9.1 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

gm ~~Within 60 days of the contract execution~~ The provider will recruit and enroll no fewer than 22 youth or the number of youths approved for each program year that this Subgrant Agreement is in effect based on the BCW/Workforce allocation.

- a. 100% of the youth who are high school seniors or who are in post-secondary school must be exited from the program by June 30, 2024 of the program year in which they are enrolled unless approved by the Executive Director to continue.
- b. Subgrant Recipient shall meet performance in accordance with the following percentages or at a minimum shall exceed the state ODJFS negotiated measures for BCW/Workforce by 5%.
 - i. Ninety percent (90%) of the seniors enrolled in Sub-Grantee's program must complete high school and obtain a High School Diploma.
 - ii. One hundred percent (100%) of the seniors enrolled in Sub-Grant recipient's program must obtain measurable skills gain prior to the end of the June 30 of the program year during which they were enrolled.
 - iii. Ninety percent (90%) of the graduating seniors shall be placed in the military or post-secondary education or in unsubsidized employment by the second quarter after exiting the program.
 - iv. Ninety percent (90%) of the youth exited from the program into a post-secondary training program, must either be retained (still attending training) in the fourth (4th) quarter after exit from the program or in the alternative be employed or in the military in the fourth quarter after exit and earning the wage as described below.
- c. Sub-Grantee shall place youth in employment at a wage of up to \$13.00 \$14.00 an hour.

- d. All employment verification forms submitted as proof of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.
- e. Sub-Grantee's performance calculation shall include all youth entered into the state's data systems. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Sub-Grantee's performance.

20 All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.

21 Except as expressly stated in this Amendment, all other definitions, terms and conditions, provisions, paragraphs and exhibits of the Agreement shall remain in full force and effect and without change.

22 This Amendment and all its Exhibits/Attachments are made a part of said Agreement.

23 The effective date of this Amendment shall be the date on which it has been signed by all the Parties.

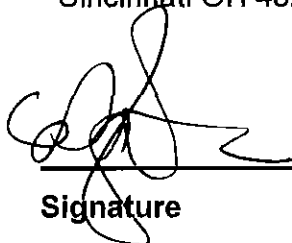
EXECUTION PAGE

Page 1 of 2 Signatory Pages

In witness whereof, the parties acknowledged below have executed this Contract as of the day and year June 26, 2024.

THIS SUB-GRANT AGREEMENT AMENDMENT, is entered into this 26th day of June 2024, by and between BCW/WORKFORCE Sub-grantor, having its principle office at, 406 Justice Drive, Lebanon, Ohio 45036, and EASTER SEALS TRISTATE LLC. (hereinafter referred to as SUB-GRANTEE), existing under and by virtue of the laws of the State of Ohio as a not for profit corporation, having its principal office at 2901 Gilbert Avenue, Cincinnati OH 45206 .

EASTER SEALS TRISTATE LLC 2901 Gilbert Avenue,
Cincinnati OH 45206



Handwritten signature of the President and CEO of Easter Seals Tristate LLC.

Signature

6/28/24

Date

President and CEO

Title

Page 2 of 2 Signatory Pages

Becky Ehring
Executive Director

6/28/24
Date

BCW WORKFORCE

WARREN COUNTY BOARD OF COMMISSIONERS:

* [Signature]
President

* _____
Vice President

* [Signature]
Commissioner

Approved As To Form Only:

see following page
Assistant Prosecuting Attorney (Date)
Warren County

Page 2 of 2 Signatory Pages

Becky Ehling
Executive Director

6/28/24
Date

BCW WORKFORCE

WARREN COUNTY BOARD OF COMMISSIONERS:

see previous page
President

Vice President

Commissioner

Approved As To Form Only:

AMM
Assistant Prosecuting Attorney
Warren County

10/30/24
(Date)

Exhibit A

**WIBBCW
Budget Template**

RFP No. _____

	Amount Charged to Grant
Operating Costs	
Salaries	\$ 505,483.26
Fringe Benefits	\$ 151,907.54
Occupancy	\$ 58,000.00
Communications	\$ 18,000.00
Equipment	\$ 9,000.00
Office Supplies	\$ 6,200.00
Dues & Subscriptions	\$ 8,200.00
Staff Travel	\$ 7,000.00
Other	\$ 20,000.00
Total General	\$ 783,790.80
Indirect Cost 36.07	\$ 197,432.39
Profit (for Profit Entity only)	
Total Other	\$ 197,432.39
Total Operating Costs	\$ 981,223.19
Direct Client Services	
Individual Training Accounts	\$ 78,000.00
On-the-Job Training	\$ -
Work Experience	\$ 117,464.00
Supportive Services	\$ 89,551.81
Total Direct Client Services	\$ 285,015.81
GRANT TOTAL	\$ 1,266,239.00

Exhibit B

**WIBBCW
Budget Template**

RFP No. _____

	Amount Charged to Grant
Operating Costs	
Salaries	\$ 464,217.46
Fringe Benefits	\$ 138,189.02
Occupancy	\$ 74,000.00
Communications	\$ 14,482.50
Equipment	\$ 5,850.00
Office Supplies	\$ 3,000.00
Dues & Subscriptions	\$ 4,000.00
Staff Travel	\$ 7,000.00
Other	\$ 15,000.00
Total General	\$ 725,738.98
Indirect Cost 36.07	\$ 217,288.02
Profit (for Profit Entity only)	
Total Other	\$ 217,288.02
Total Operating Costs	\$ 943,027.00
Direct Client Services	
Individual Training Accounts	\$ 78,000.00
On-the-Job Training	\$ -
Work Experience	\$ 85,000.00
Supportive Services	\$ 76,750.00
Total Direct Client Services	\$ 239,750.00
GRANT TOTAL	\$ 1,182,777.00

171264.1623

\$ 0.00

Resolution

Number 24-1515

Adopted Date November 05, 2024

AUTHORIZING WARREN COUNTY TELECOMMUNICATIONS TO TRANSFER 15 USED XTS2500 RADIOS TO THE AVERY COUNTY SHERIFF'S OFFICE NEWLAND, NORTH CAROLINA

BE IT RESOLVED, to authorize Warren County Telecommunications to transfer 15 old XTS2500 Radio stock as listed below to the Avery County Sheriff's Office in Newland, North Carolina for Hurricane Helene efforts:

- 205CEL1348
- 205CLP2664
- 205CLZ2538
- 205CLZ2543
- 205CLZ2549
- 205CMB0088
- 205CMB0089
- 205CMF5831
- 205CMF5855
- 205CMV4075
- 205CMV4098
- 205CMV4103
- 205CMV4109
- 205CMZ2923
- 205CNV2173

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecom (file)
Transfer file
B. Quillen – Auditor's Office

Resolution

Number 24-1516

Adopted Date November 05, 2024

ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/lkl

cc: Auditor
Appropriation Adj. file
Workforce Investment Board

APPROVING APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00 from #22385800-5940 (Travel)
\$ 2,500.00 from #22385800-5317 (Non-Capital Purchases)
\$ 1,699.86 into #22385800-5102 (Regular Salaries)
\$ 1,750.00 into #22385800-5370 (Software Non-Data Board)
\$ 3,725.14 into #22385800-5400 (Purchased Services)
\$ 325.00 into #22385800-5811 (PERS)

M. _____ moved for adoption of the foregoing resolution being seconded by M. _____ Upon call of the roll, the following vote resulted:

M
M
M


Resolution adopted this ___th day of _____ .

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Workforce Investment Board (file)

Journal #489

Approved By

To be Ratified
Date: 11/5/24

Resolution

Number 24-1517

Adopted Date November 05, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/29/24 and 10/31/24 as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor ✓

Resolution

Number 24-1518

Adopted Date November 05, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN WATER AND/OR SANITARY SEWER IMPROVEMENTS IN RENAISSANCE, SECTION 11 SITUATED IN THE CITY OF MIDDLETOWN

BE IT RESOLVED to enter into the following bond agreement upon recommendation of the Warren County Sanitary Engineer.

BOND AGREEMENT

Bond Number	:	24-021 (W/S)
Development	:	Renaissance, Section 11
Developer	:	Grand Communities, LLC
Location	:	City of Middletown
Amount	:	\$9,184.33
Surety Company	:	RLI Insurance Company (CMS0358848)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

CGB

cc: Grand Communities, LLC, 3940 Olympic Boulevard, Suite 400, Erlanger, KY 41018
RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615
Water/Sewer (file)
Bond Agreement File

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

24-021 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Renaissance Subdivision, Section/Phase 11 (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$91,843.38, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$9,184.33 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

3940 Olympic Blvd, Suite 400

Erlanger, KY 41018

Ph. (859) 307 - 6221

D. To the Surety:

RLI Insurance Company

9025 N Lindbergh Drive

Peoria, IL 61615

Ph. (309) 692 - 1000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

___ Certified check or cashier's check (attached) (CHECK # _____)

___ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

___ Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

___ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Michael Kady

PRINTED NAME: Michael Kady

TITLE: President

DATE: 10/15/24

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens


TITLE: Attorney in Fact

DATE: 10/15/2024

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1518, dated 11-5-24

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David G Young

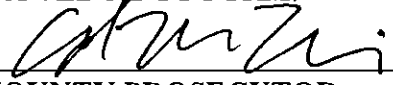
TITLE: President

DATE: 11-5-24

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam M. Nica

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. CMS0358848

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for any single obligation, and specifically for the following described bond.

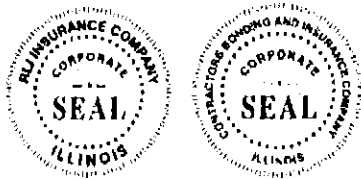
Principal: Erbeck Development Company, Ltd.

Obllgce: Board of County Commissioners, Warren County, OH

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, polices, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, polices or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, polices, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of January, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

On this 24th day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 15th day of October, 2024.

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

Resolution

Number 24-1519

Adopted Date November 05, 2024

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE MCCLURE ROAD BRIDGE REHABILITATION PROJECT FUND #4460

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the McClure Road Rehabilitation Project, an amended certificate, a supplemental appropriation are necessary.

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$24,724.21 for the McClure Road Rehabilitation Project Fund #4460; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation into Engineer's McClure Road Rehabilitation Project Fund #4460:

\$24,724.21 into #44603130-5320 (Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Engineer (file)

Resolution

Number 24-1520

Adopted Date November 05, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriation into #2211:

\$ 340,000.00 into #22111110-5400 (Loc Fiscal Rec – Purchased Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

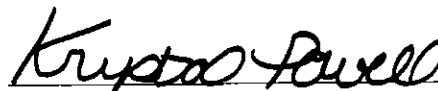
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc:

Auditor

Supplemental Appropriation file

OMB (file)

OGA

Resolution

Number 24-1521

Adopted Date November 05, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LODGING TAX 1% FUND
#2231

BE IT RESOLVED, to approve a supplemental appropriation for the Lodging Tax 1% for distributions to Warren County Convention and Visitors Bureau and Warren Co. Port Authority:


\$ 110,000.00 into #22310999-5750 (Addl 1% Lodging Tax Pass Thru)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
OMB (file)
Lodgings Tax file

Resolution

Number 24-1522

Adopted Date November 05, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS' FUND
#11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 25,000.00 from #11011110-5320 (Genl BOCC Capital Purchase)
into #11011110-5400 (Genl BOCC Purchased Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Appropriation Adjustment file
OMB (file)

Resolution

Number 24-1523

Adopted Date November 05, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 200.00	from	11011240-5133	(JUV CT Derived Transcript)
	into	11011240-5160	(JUV CT Visiting Judges)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Appropriation Adj. file
Juvenile (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-1524

Adopted Date November 05, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND
#1011250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court
fund #11011250:

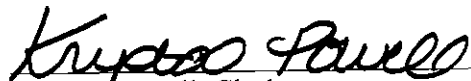
\$ 100.00	from	11011250-5318	(Data BD Approv Non Cap)
	into	11011250-5940	(Probate Travel)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile/Probate (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-1525

Adopted Date November 05, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 600.00 from #11011280-5142 (Co Ct Acting Judges Payroll)
 into #11011280-5141 (Co Ct Acting Jdges- No Supct Ord)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
County Court (file)

Resolution

Number 24-1526

Adopted Date November 05, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100,000.00 from #11011400-5321 (Dt Bd Apr Cap Bocc)
Into #11011400-5370 (Software Non Data Board)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology file

Resolution

Number 24-1527

Adopted Date November 05, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$300,000.00 from #11011400-5318 (Data Bd Approv Non Cap)
Into #11011400-5370 (Software Non Data Board)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann -- absent
Mr. Young -- yea
Mrs. Jones -- yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

Resolution

Number 24-1528

Adopted Date November 05, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUNDS
#11011750 AND ##2202

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 2,000.00	from	#11011750-5320	(Tax Map – Capital Purchases)
	into	#11011750-5102	(Tax Map – Regular Salaries)
\$11,000.00	from	#22023110-5102	(Regular Salaries)
\$10,000.00	into	#22023110-5811	(PERS)
\$ 1,000.00	into	#22023110-5871	(Medicare)
\$ 9,500.00	from	#22023120-5400	(Purchased Services)
\$ 1,500.00	into	#22023120-5871	(Medicare)
\$ 8,000.00	into	#22023120-5421	(Rent or Lease)
\$ 1,500.00	from	#22023130-5400	(Purchased Services)
	into	#22023130-5871	(Medicare)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 24-1529

Adopted Date November 05, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
RECLAIM Fund #2247:

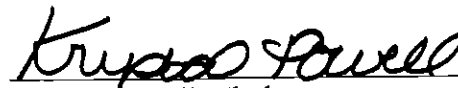
\$8,000.00	from	22471242-5400	(Purchased Services)
	into	22471242-5850	(Training & Education)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 24-1530

Adopted Date November 05, 2024

**APPROVING APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492**

BE IT RESOLVED, to approve the following appropriation adjustments:

\$136,000.00	from	#44923814-5320	(Capital Purchase)
	into	#44923814-5370	(Software Non Data Board)
\$ 30,000.00	from	#44923822-5370	(Software Non Data Board)
	into	#44923822-5320	(Capital Purchase)
\$ 25,000.00	from	#44923823-5320	(Capital Purchase)
	into	#44923823-5400	(Purchased Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 24-1531

Adopted Date November 05, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
#5510

WHEREAS, the Water and Sewer Department incurs costs for annual Water Operations license renewals and certification expenses; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$15,000.00 from 55103200 - 5998 (Reserve/Contingency)
into 55103200 - 5910 (Other Expenses)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 24-1532

Adopted Date November 5, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize
Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:
Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
COR	STRYKER SALES CORPORATION	COR Gurney	\$ 21,956.69 *capital purchase/ sole source
TEL	CDW LLC	TEL- LAPTOPS & DOCS FOR ECC- P	\$ 15,532.54 *capital purchase/ state contract
FAC	RJE BUSINESS INTERIORS CINCINNATI OH INC	FAC - WORKSTATION FURNITURE FO	\$ 284,255.79 *capital purchase/ state contract
GRA	MARY S GEISLER/ ENVIRON EDUCAT	CONSULTANT AGREEMENT ENVIRONME	\$ 11,300.00 *purchaed service/ contract in packet
GRA	FAMILY PROMISE OF WARREN COUNTY	FAMILY PROMISE FY 2024 CDBG EN	\$ 63,000.00 *purchaed service/ contract in packet
GRA	SAFE ON MAIN INC	FY-2024 SAFE ON MAIN ENTITLEME	\$ 37,000.00 *purchaed service/ contract in packet
GRA	A A MOHAN/ VALLEY TRANSPORT	AMENDMENT #1 CONTRACT FOR TRAN	\$ 1,400,000.00 *purchaed service/ contract in packet

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
SEW	SMITH AND BROWN CONTRACTORS	SEW HUNTER SEWR IMPROVMNTS	\$ 53,970.45 *increase
FAC	GARBER ELECTRICAL CONTRACTORS	FAC ELECTRICAL REPAIR	\$ 13,345.00 *increase
ENG	DDK CONSTRUCTION	ENG MCCLURE RD BRDG REHAB	\$ 24,724.41 *increase

APPROVED 11/5/24 BY:


Martin Russell, County Administrator

Resolution

Number 24-1533

Adopted Date November 05, 2024

ENTERING INTO A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CFPN OHIO, LLC AND LOUIS 1884 INVESTMENTS, INC. RELATIVE TO THE PREVIOUSLY AUTHORIZED COMMUNITY REINVESTMENT AREA AGREEMENT.

WHEREAS, pursuant to Resolution #18-1777, adopted November 13, 2018, this Board authorized the creation of a Community Reinvestment Area in Turtlecreek Township; and

WHEREAS, pursuant to Resolution #21-0719, adopted May 25, 2021, this Board entered into a Community Reinvestment Area Agreement with CFPN Ohio, LLC; and

WHEREAS, pursuant to Resolution #22-0476, adopted April 5, 2022, this Board approved Amendment No. 1 to the Community Reinvestment Area Agreement with CFPN Ohio, LLC; and

WHEREAS, pursuant to Resolution #23-1109, adopted August 29, 2023, this Board approved Amendment No. 2 to the Community Reinvestment Area Agreement with CFPN Ohio, LLC; and

WHEREAS, as contemplated within the agreement and amendments, Exhibit C.2 provides a form of partial assignment and assumption of the terms of the agreement between CFPN Ohio, LLC and a third-party, and

WHEREAS, CFPN Ohio, LLC has submitted the necessary documentation to effectuate the partial assignment and assumption agreement with CFPN Ohio, LLC and Louis 1884 Investments, Inc.; and

WHEREAS, the documentation submitted is provided as Exhibit A to this Resolution.

NOW, THEREFORE BE IT RESOLVED, to enter into a partial assignment and assumption with CFPN Ohio, LLC and Louis 1884 Investments, Inc.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—CFPN Ohio LLC
c/a—Louis 1884 Investments, Inc.
Economic Development (file)